



**Board of Trustees - Regular Meeting  
Board of Trustees Governance Committee,  
Teaching and Learning Committee, Planning and  
Operations Committee, Facilities Committee and  
Resources Committee  
Monday, November 03, 2014 6:00 PM  
Norco College, Center for Student Success,  
Room 217, 2001 Third Street, Norco, CA 92680**

**ORDER OF BUSINESS**

**Pledge of Allegiance**

Anyone who wishes to make a presentation to the Board on an agenda item is requested to please fill out a "REQUEST TO ADDRESS THE BOARD OF TRUSTEES" card, available from the Public Affairs Officer. However, the Board Chairperson will invite comments on specific agenda items during the meeting before final votes are taken. Please make sure that the Secretary of the Board has the correct spelling of your name and address to maintain proper records. Comments should be limited to five (5) minutes or less.

Anyone who requires a disability-related modification or accommodation in order to participate in any meeting should contact the Chancellor's Office at (951) 222-8801 as far in advance of the meeting as possible.

Any public records relating to an open session agenda item that is distributed within 72 hours prior to the meeting is available for public inspection at the Riverside Community College District Chancellor's Office, Suite 210, 1533 Spruce Street, Riverside, California, 92507 or online at [www.rccd.edu/administration/board](http://www.rccd.edu/administration/board).

I. COMMENTS FROM THE PUBLIC

*Board invites comments from the public regarding any matters within the jurisdiction of the Board of Trustees. Pursuant to the Ralph M. Brown Act, the Board cannot address or respond to comments made under Public Comment.*

II. PUBLIC HEARING (NONE)

III. CHANCELLOR'S REPORT

- A. [Chancellor's Communications](#)  
*Information Only*

IV. BOARD COMMITTEE REPORTS

- A. Governance (None)

- B. Teaching and Learning

1. [Proposed Curricular Changes](#)

*The Committee to review the proposed curricular changes for inclusion in the college catalogs and in the schedule of class offerings.*

- C. Planning and Operations

1. [Presentation on Electronic Mass Notification System Selection](#)

*Information Only*

D. Resources

1. [FY 2013-2014 Proposition 39 Financial and Performance Audits](#)

*The Committee to review the FY 2013-2014 Proposition 39 independent financial and performance audits of the District's Measure C general obligation bond for the permanent file of the District.*

2. [Presentation on Full-Time Faculty Obligation Report Information Only](#)

E. Facilities

1. [Agreement Amendment No. 1 for Project Labor Administration with Padilla and Associates](#)

*The Committee to review the Agreement Amendment No. 1 in the amount not to exceed \$200,000 for project labor administration services with Padilla and Associates for additional projects with the Riverside Community College District.*

2. [Firm Selection and Inspection Services Agreement for the Student Services Building with The Vinewood Company, LLC](#)

*The Committee to review the selection of The Vinewood Company, LLC for Inspection Services/Inspector of Record (IOR) Services for the Student Services Building project at Riverside City College; and the agreement with The Vinewood Company, LLC in the amount of \$193,352 for the Student Services Building project.*

3. [Firm Selection and Special Inspection and Testing Services Agreement for the Student Services Building with River City Testing](#)

*The Committee to review the selection of River City Testing for Special Inspection and Testing Services for the Student Services Building project at Riverside City College; and the agreement with River City Testing in the amount of \$159,433 for the Student Services Building project.*

V. OTHER BUSINESS (NONE)

VI. CLOSED SESSION

A. [Conference with Legal Counsel - Significant exposure to litigation pursuant to Government Code Section 54956.9\(d\)\(2\) and \(d\)\(3\) - Number of Potential Cases: One \(1\)](#)

*Recommended Action to be Determined.*

- B. Conference with Legal Counsel – Existing Litigation - [Paragraph (1) of Subdivision (D) of Government Code Section 54956.9] – PCN3 v. Riverside Community College District

*Recommended Action to be Determined.*

VII. ADJOURNMENT

## Agenda Item (III-A)

Meeting 11/3/2014 - Committee  
Agenda Item Chancellor's Report (III-A)  
Subject Chancellor's Communications  
College/District District  
Information Only

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### **Background Narrative:**

Chancellor will share general information to the Board of Trustees, including federal, state and local interests and District information.

Prepared By: Michael Burke, Ph.D., Chancellor

### **Attachments:**

## Agenda Item (IV-B-1)

Meeting	11/3/2014 - Committee
Agenda Item	Committee - Teaching and Learning (IV-B-1)
Subject	Proposed Curricular Changes
College/District	District
Funding	N\A
Recommended Action	It is recommended that the Board of Trustees approve the proposed curricular changes for inclusion in the college catalogs and in the schedule of class offerings.

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### Background Narrative:

Presented for the Board's review and consideration are proposed curricular changes. The District Curriculum Committee and the administration have reviewed the attached proposed changes and recommend their adoption by the Board of Trustees.

Prepared By: Robin Steinback, Interim Vice Chancellor, Ed. Svcs., Workforce Dev. and Planning  
Sylvia Thomas, Associate Vice Chancellor Ed Services  
Naomi Foley, Instructional Support Coordinator

### Attachments:

[Proposed Curricular Change\\_November 2014\\_backup 102214.pdf](#)

Course	Title	Location
<b>1. New Stand Alone Courses:</b>		
The follow courses will be part of a new certificate:		
BUS-12	Opportunity Analysis for Entrepreneurs	NR
BUS-13	Developing a Successful Business Plan/Model	NR
BUS-14	Social Media and Online Marketing for Entrepreneurs	NR
Norco would like to add this course to their inventory to enhance their English offerings:		
ENG-16	Introduction to Linguistics	N
Moreno Valley would like to add this course to their inventory as part of the Kinesiology for Transfer degree:		
KIN-12	Sport Psychology	M
<b>2. Course Inclusions:</b>		
Norco would like to add this course to their inventory to enhance their honors offerings and to be part of the Studio Art Associate Degree for Transfer (ADT):		
ART-2H	Honors History of Western Art: Renaissance through Contemporary	N
Norco would like to add this course to their inventory to enhance their English offerings:		
ENG-16	Introduction to Linguistics	N
<b>3. Major Course Modifications:</b>		
The following course is being modified to add a prerequisite of “ENG-50 or 80 or qualifying placement level”:		
DEA-10	Introduction to Dental Assisting and Chairside Assisting	M
The following course is being modified to update the Student Learning Outcomes (SLOs), Methods of Instruction (MOI), Methods of Evaluation (MOE), course materials and add sample assignments:		
FIT-1	Fire Protection Organization	M
The following course is being modified to update the SLOs, course content, MOI, MOE, course materials and add sample assignments:		
FIT-5	Fire Prevention	M
The following course is being modified to remove the prerequisite and add an advisory of FIT-C1A, update the MOI, MOE and course materials and add sample assignments:		
FIT-C2A	Fire Command 2A-Command Tactics at Major Fires	M
The following course is being modified to remove the prerequisite and add an advisory of FIT-C20, update the SLOs, course content, MOI, MOE, course materials and add sample assignments:		
FIT-C30	Intermediate Incident Command System (I-300)	M
The following course is being modified to change the hours from 12 hours lecture to 8 hours lecture and from 12 hours laboratory to 8 hours laboratory, remove the prerequisite and add an advisory of FIT-C30, update the SLOs, course content, MOI, MOE, course materials and add sample assignments:		
FIT-C40	Advanced Incident Command System (I-400)	M
The following course is being modified to add an advisory of MAT-35, GEO-1, update the SLOs, course content, MOI, MOE, course materials and add sample assignments:		
GEO-1B	Historical Geology	R

Course	Title	Location
This modification is proposed to add an advisory of MAT-35, update the course description, advisory skill, SLOs, course content, MOI, MOE, course materials and add sample assignments:		
GEO-2	Geology of National Parks and Monuments	R
This modification is proposed to add an advisory of MAT-35, update the course description, advisory skill, SLOs, course content, MOI, MOE, course materials and add sample assignments:		
GEO-3	Geology of California	R
The following course is being modified to add an advisory of ENG-50, to link the SLOs to the General Education Student Learning Outcomes (GESLOs), to update the course content, MOI, MOE, and course materials:		
SOC-1	Introduction to Sociology	MNR
The following modification is proposed to update the SLOs, course content, MOI, MOE and course materials:		
SOC-2	American Social Problems	MNR
The following modification is proposed to link the SLOs to the GESLOs, update the course content, MOI, MOE, course materials and add sample assignments:		
SOC-3	Social Inequality in American Society	NR
The following modification is proposed to update the SLOs, course content, MOI, MOE, and course materials:		
SOC-10	Race and Ethnic Relations	MNR
The following modification is proposed to link the SLOs to the GESLOs, update the course content, MOI, and MOE:		
SOC-20	Introduction to Criminology	MNR

#### 4. Course Exclusions:

The following courses have never been offered at Riverside:

CMI-61	Introduction to Spanish English Translation	R
CMI-71	Bilingual Interpretation for the Medical Professions	R
CMI-72	Intermediate Medical Interpreting	R
CMI-81	Bilingual Interpretation for the Legal Professions	R
CMI-82	Intermediate Legal Interpreting	R
CMI-91	Introduction to Translation and Interpretation for Business	R
CMI-200	Work Experience	R

The following courses have been replaced by ESL-90L and 90M:

ESL-90C	Special Topics In ESL: Preposition Review	M
ESL-90G	Special Topics in ESL: Mastering Articles: A, An, and The	M
ESL-90H	Special Topics in ESL: Phrases and Clauses	M
ESL-90I	Special Topics in ESL: Punctuation Review	M

The following course has never been offered at Moreno Valley:

ESL-90J	Special Topics in ESL: Spelling Review	M
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Course	Title	Location
The following course has not been offered at Moreno Valley College since 2007:		
ESL-95	Pronunciation and Accent Reduction	M
The following course has never been offered at Moreno Valley College:		
ESL-801	ESL Support for Career and Technical Programs	M
The following courses have never been offered at Riverside:		
HET-79	Introduction to Healthcare Careers	R
HET-80	Certified Nurse Assistant Theory and Practices	R
HET-82	Phlebotomy Technician	R
HET-86	Acute Care Nurse Assistant	R
HET-87	Restorative Nurse Assistant	R
The following courses have not been offered for several years:		
HIS-8	History of the Americas	R
HIS-9	History of the Americas	R
The following courses have never been offered at Riverside:		
HMS-4	Introduction to Human Services	R
HMS-5	Introduction to Evaluation and Counseling	R
HMS-6	Introduction to Case Management	R
HMS-7	Introduction to Psychosocial Rehabilitation	R
HMS-8	Introduction to Group Process	R
HMS-13	Employment Support Strategies	R
HMS-14	Job Development	R
HMS-16	Public Assistance and Benefits	R
HMS-17	Introduction to Public Mental Health	R
HMS-18	Introduction to Social Work	R
HMS-19	Generalist Practices of Social Work	R
HMS-200	Human Services Work Experience	R
MDA-54	Clinical Medical Assisting and Pharmacology	R
MDA-59	Medical Office Procedures	R
MDA-60	Survey of Human Disease Processes	R
MDA-61	Pharmacology for Medical Office Personnel	R
MDA-62	CPT/Coding	R
MDA-63	ICD-9 Coding/Ambulatory	R
MDA-64	ICD-9 Coding/Hospital	R
MDA-1A	Medical Terminology 1A	R
MDA-1B	Medical Terminology 1B	R
MDA-58A	Medical Transcription	R
MDA-58B	Advanced Medical Transcription	R
MDA-200	Medical Assisting Work Experience	R



Course	Title	Location
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**5. Course Deletions:**

The following courses are being replaced by NVN-55:

NVN-50	Introductory Concepts of Vocational Nursing Foundations	R
NVN-51	Introductory Concepts of Vocational Nursing Health/Illness	R

The following course has not been taught for about 10 years:

SOC-45	Childhood and Culture	R
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**6. New State Approved Degree:**

	Associate in Arts in Geography for Transfer Degree	R
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PROGRAM OUTLINE OF RECORD  
NEW DEGREE

Associate in Arts in Geography for Transfer

College: Riverside City

The Associate in Arts in Geography for Transfer degree is a curricular pattern designed specifically to transfer students as Geography majors with junior status to the CSU system. Though the Associate in Arts in Geography for Transfer also provides broad general preparation for Geography majors entering any four-year university, students must consult the specific requirements of any non-CSU campus to which they are applying. Students earning the Associate in Arts in Geography for Transfer will be provided with a deep appreciation of how the physical Earth works.

Program Learning Outcomes

Upon successful completion of this program, students should be able to:

1. Identify fundamental concepts specific to physical and cultural geography.
2. Identify conceptual and theoretical models pertaining to world, regional, and local geography.
3. Apply applications associated with various thematic maps.

Required Courses (19 units)		Units
GEG-1/1H*	Physical Geography/Honors Geography	3
GEG-1L*	Physical Geography Laboratory	1
GEG-2*	Human Geography	3
List A	Choose from the list below	6
List B	Choose from the list below	6

LIST A Choose two courses from the following (6 units):

GEG-3*	World Regional Geography	3
GEG-4*	Geography of California	3
GEG/PHS-5*	Weather and Climate	3

LIST B Choose two courses from the following (6 units)

ANT-2*	Cultural Anthropology	3
GEG-6*	Geography of the United States and Canada	3
GEO-1*	Physical Geology	3

\*Courses may also be used to fulfill general education requirements for the CSUGE or IGETC pattern, please confer with a counselor.

Associate in Arts for Transfer Degree

The Associate in Arts in Geography for Transfer degree will be awarded upon completion of 60 California State University (CSU) transferable units including the above major requirements and the Intersegmental General Education Transfer Curriculum (IGETC) or California State University General Education (CSUGE) requirements and with a minimum grade point average of 2.0. All courses in the major must be completed with a grade of “C” or better. (Students completing this degree are not required to fulfill the RCCD graduation requirements found in section VII. Additional degree requirements: Health Education and Self Development)

# Agenda Item (IV-C-1)

Meeting 11/3/2014 - Committee

Agenda Item Committee - Planning and Operations (IV-C-1)

Subject Presentation on Electronic Mass Notification System Selection

College/District District

Information Only

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## Background Narrative:

The District implemented a basic mass notification system in August 2013 as part of our Business Continuity Program. The Business Continuity Vendor, Agility Recovery, provides operational recovery services for the District/Colleges after emergency events. In addition, Agility provided a very basic mass notification system that could be implemented quickly to help us address this critical need. The Agility system was not intended to serve as the District's long term solution. Recognizing the system with Agility Recovery was very limited, the District sought to identify and implement a new, more robust electronic mass notification system to provide fast, reliable emergency communications to staff, faculty, students, and local community members, on or off campus. The new system will provide the District with features and integrated elements designed to broadcast alerts into classrooms, offices, open areas, and vehicles.

The Rave Mobile Safety mass notification system was selected by a team of district, college, and student representatives. The system meets all of the required criteria identified by the selection committee. Rave Mobile Safety is recognized as one of the leading mass notification and communication companies in the country today. Rave is an evolving technology company and will support the mass notification needs of the District/Colleges well into the future.

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services  
Michael Simmons, Director, Risk Management, RCCD  
Jim Miyashiro, Chief of Police

## Attachments:

[11032014\\_Mass Notification System Identification and Selection Process Presentation](#)  
[11032014\\_Mass Notification System Selection Process Briefing Document](#)



# Riverside Community College District Mass Notification System Identification and Selection Process

# Discussion

- Steps Taken
  - Team Selection
  - Considerations
  - History
  - Mass Notification System Objectives
  - Defined Mass Notification
  - Criteria / Vendor Identification
  - Selection Process
  - Questions



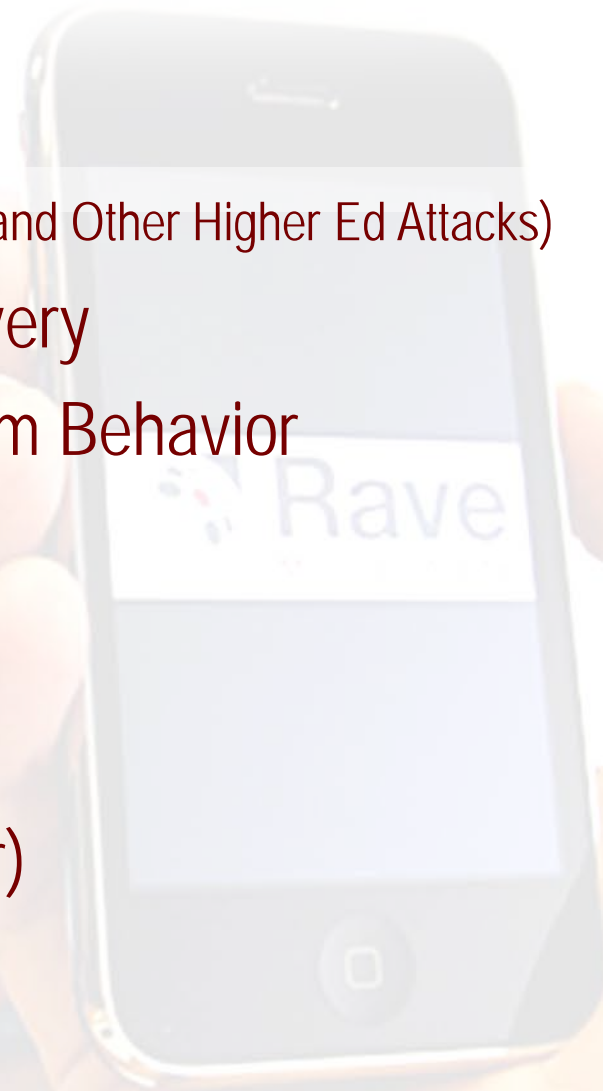
# Mass Notification Team

- Included Representatives from the following Stakeholder Groups
  - CTA Representatives
  - Academic Senate Representatives
  - CSEA Representatives
  - Police / Dispatch Representatives
  - Vice Presidents of Business Services
  - Associated Student Representatives
  - Disabled Students Programs and Services Representatives
  - Information Services Representatives
  - District Administration



# Considerations

- Recent Events (Santa Monica College, UC Santa Barbara and Other Higher Ed Attacks)
- Need for On and Off Campus Information Delivery
- Faculty and Student Concerns About Classroom Behavior
- Community Outreach and Involvement
- Current System Insufficient for Our Needs
- New Technologies Available
- Pricing (**\$51K** year one, **\$47K** a year thereafter)
- Budgeted Through Self-Insurance Funds





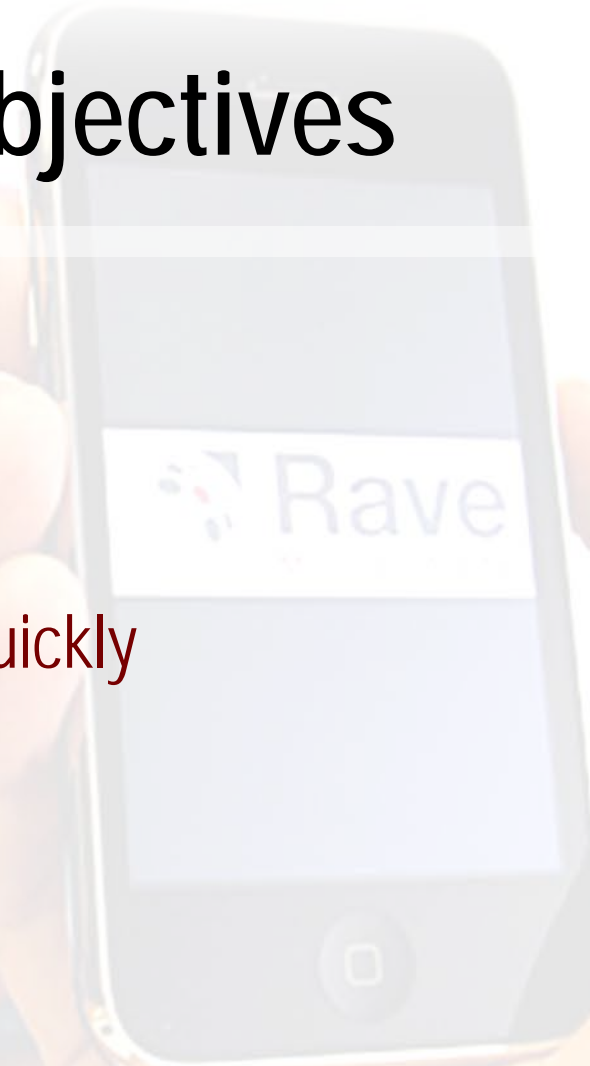
# History

- Need for Emergency Communications Across the District/Colleges
- Limited Alert System in 2012 (AlertU)
- Implemented Agility Recovery in August 2013
- Identified Need for More Robust System in Late 2013
- Security Task Force Sub-Committee Convened in April 2014
- Source, Identify, and Select New Mass Notification System
- Rave System Selected on 09/26/14



# Mass Notification System Objectives

- Protect Life
- Comply with Clery Act
- Alert to Faculty, Staff, and Students
- Support First Responders
- Transmit Information About an Emergency Quickly
- Prompt Deliberate Action
- Mitigate Panic
- Overcome Perceived CCD Disability
- Achieve System Goals
- Implement Redundant System
- Limit Liability in Emergency Situations



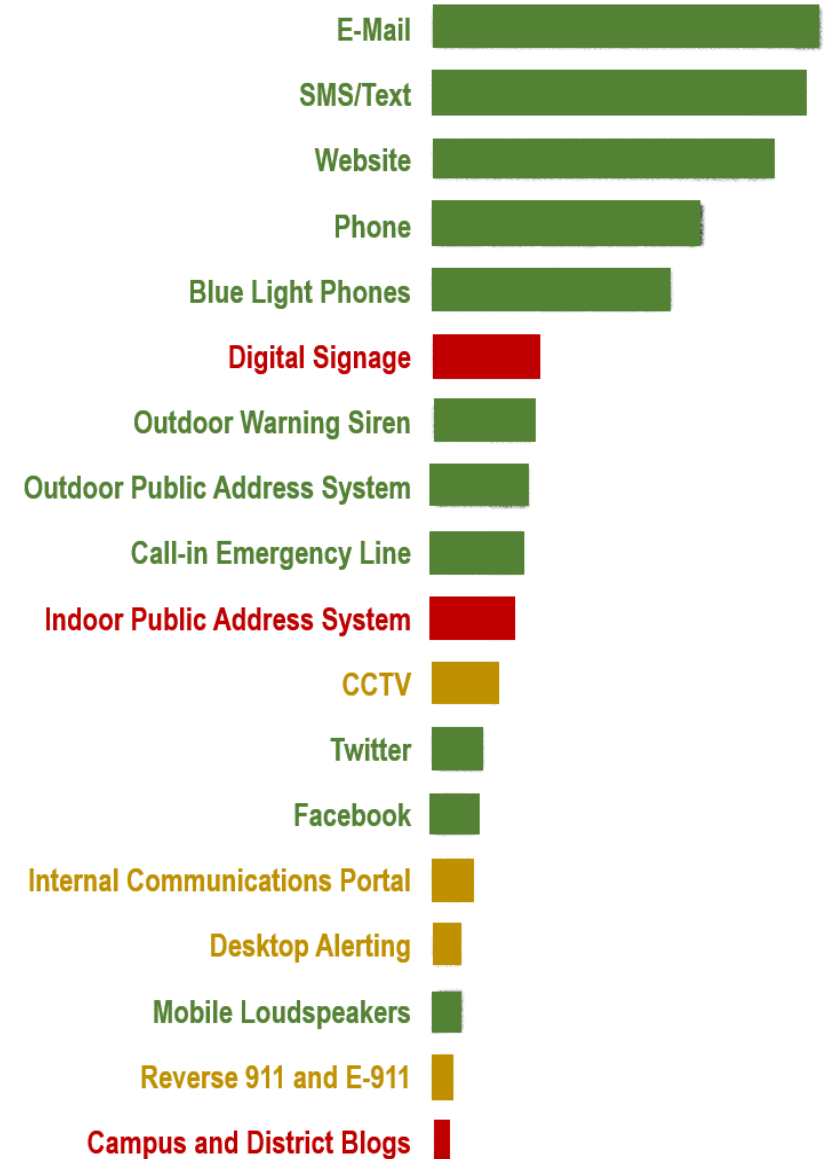
# Defined Mass Notification

- A **System** of Components and Interfaces Used to Communicate Information to Occupants of a Building About Emergency Conditions... (UL Standard, 1996)
- A **Layered, Redundant** Communications System (UL 2572, 2010)
  - Centralized Activation Systems (Centralizes Activation of CSUSB Dispatch, Siren and Voice, Blue Phones)
  - Electronic Mass Notification System (e-mails, texts, social media, monitors, voice, etc.)
  - Siren / Voice Systems Interoperability
- Comprised of **Four** Distinct Modalities (Siemens White Paper, Detailed Analysis of U.S. College and University Annual Clery Act Reports, 2011)
  - **Priority 1** - "At Your Side" (SMS/text, email, voicemail, call-in emergency hotline, college website, internal portal, blog)
  - **Priority 2** - "Outside" (outdoor public address system, warning sirens, mobile loudspeakers on vehicles, blue light towers / outdoor emergency phones)
  - **Priority 3** - "Inside" (digital signage, desktop alerting, alert radios, voice-enabled systems, etc.)
  - **Priority 4** - "Extended" (social media, Facebook, Twitter, and CCTV systems)

# Criteria Identification

## Most Common Elements

- **GREEN** Items Most Common and Effective
- **GOLD** Items Work Better in Redundant Capacity
- **RED** Items Used Less Frequently



# Identified Minimum Criteria

- System Interoperable with Existing Security Systems\
- Prompt Delivery of Messages (40,000 messages a minute)
- Interoperable with Websites and Webadvisor
- Send Messages Via Cell and Smartphones, E-Mails, Texts,
- Includes Local Community Members Opt-In
- Works with Social Media
- Classroom Duress Capability for Smartphones
- Can Delineate Devices, Groups, or Individuals Receiving Messages
- Allows District/Colleges to Send Non-emergency Messages (if desired)
- Opt-In and Opt-Out Capabilities
- Has Templates / Pre-written Message Capabilities
- Provides 24/7 Hotline



# Selection Process

- Nine (9) Vendor Candidates Initially Identified
- Interviewed (5) Candidates
- Received Price Quotes and Other Documentation
- Called Higher Education References
- Narrowed Search Down to Two (2) Candidates
- Open Invitation to Attend Final Interviews
- Remaining Candidates Gave Demonstrations to Large Selection Team
- ALL Attendees Given Opportunity to provide feedback/input in a Survey
- Selection of RAVE MOBILE SAFETY





# Thank You for Your Support

## The RCCD Mass Notification Selection Committee

Berry, Skip, District, Information Services

Robert Schmidt, District, Strategic Comm. & Relations

Brewington, Mazie, RCC, Business Services

Dong, Darren, District, Web Development

Galvan, April, District, Student Trustee

Lambros, Daniel, NC, Instructional Media Center

Miyashiro, Jim, District, Safety & Police

O'Brien, Shannon, District, Information Services

Simmons, Michael, District, Risk Management

Stone, Sherry, District, Risk Management

Wilson, Tanya, NC, CSEA

Doering, Bart, District, Fac. Planning & Development

Taube, Rhonda, Faculty Representative, CTA

Delgadillo, Monica, RCC, Faculty CTA

Ferrer, Greg, RCC, Disability Resource Center

Kovach, Scott, CSUSB, University Police Dispatch

Macedon, Tyrone, MVC, Associated Students

Monsanto, Steve, NC, Facilities

Segura, Gustavo, MVC, CSEA

Sirotrak, Gerald, NC, Associated Students

Vincent, Eugenia, MVC, Student Services



Police



Fire



EMS



Campus Police



9-1-1




Emergency Managers



Elected Officials

Rave Alert

SmartPrepare™

 **Smart911™**

 Rave Guardian

Rave EyeWitness

 Rave Panic Button



## Electronic Mass Notification System

### Mass Notification System

In August 2013, a temporary, basic electronic mass notification system obtained as part of our Business Continuity Program with Agility Recovery was implemented with the understanding that a more comprehensive mass notification system would be pursued. The Mass Notification Task Force convened in April 2014 to identify, select, and implement a new, more robust mass notification system for the District/Colleges taking into consideration the following:

- Need for Emergency Communications Across the District/Colleges
- New System Should Use Multiple Modalities to Communicate Emergencies
- System Should be Provided by a Leader in the Mass Notification Industry
- System Must Have Higher Education Application and Currently in Use by Community Colleges
- System Should be Upgradeable and Flexible
- Need for On and Off Campus Information Delivery
- Faculty and Student Concerns About Classroom Behavior
- Community Outreach and Involvement
- Insufficiency of Current System
- New Technologies Available
- Pricing and Budgeting

### Team Selection

The task force consisted of the following members:

The initial **screening** team was as follows:

**Skip Berry**, District, Information Services  
**Bart Doering**, District, Facilities Planning & Development  
**Darren Dong**, District, Web Development  
**Daniel Lambros**, NC, Instructional Media Center  
**Shannon O'Brien**, District, Information Services  
**Robert Schmidt**, District, Strategic Communications & Relations  
**Michael Simmons**, District, Risk Management  
**Sherry Stone**, District, Risk Management  
**Rhonda Taube**, Faculty Representative, CTA

The larger, more comprehensive **selection** team was as follows:

**Skip Berry**, District, Information Services  
**Monica Delgadillo**, RCC, Faculty CTA  
**Greg Ferrer**, RCC, Disability Resource Center  
**Scott Kovach**, CSUSB, University Police Dispatch  
**Tyrone Macedon**, MVC, Associated Students  
**Steve Monsanto**, NC, Facilities  
**Gustavo Segura**, MVC, CSEA  
**Gerald Sirotrak**, NC, Associated Students  
**Eugenia Vincent**, MVC, Student Services

**Mazie Brewington**, RCC, Business Services  
**Darren Dong**, District, Web Development  
**April Galvan**, District, Student Trustee  
**Daniel Lambros**, NC, Inst. Media Center  
**Jim Miyashiro**, District, Safety & Police  
**Shannon O'Brien**, District, Info. Services  
**Michael Simmons**, District, Risk Mgmt.  
**Sherry Stone**, District, Risk Mgmt.  
**Tanya Wilson**, NC, CSEA



## System Criteria Identification

The mass notification committee developed a comprehensive list of alert delivery elements, and interoperable notification elements already in place, to ensure the new system would achieve the District's emergency notification needs:

<b>E-Mail</b>	<b>Outdoor Warning Siren</b>	<b>Desktop Alerting</b>
<b>SMS/Text</b>	<b>Outdoor Public Address System</b>	<b>Digital Signage</b>
<b>Website</b>	<b>Call-in Emergency Line</b>	<b>Mobile Loudspeakers</b>
<b>Phone</b>	<b>Indoor Public Address System</b>	<b>Campus and District Blogs</b>
<b>Blue Light Phones</b>	<b>CCTV</b>	<b>Internal Communications Portal</b>
<b>Reverse 911 / E-911</b>		

The new system would also be required to be equipped and perform as follows:

- Interoperability with RCCD systems Colleague, C-Cure, Blue Phones/American Signal Speaker Arrays, Blackboard, and Voice Over IP capable
- Able to send large numbers of messages (25,000 – 40,000) via cell phones, smart phones, e-mail, text, etc. in a short period of time (less than 2 minutes)
- Social Media Access and RSS Feeds
- Duress Alarm / Button / System for Smartphones
- CAP (Common Alerting Protocol) Compliant
- Delineate which devices or groups / individuals get messages
- Section 508 Accessible
- Can send non-emergency messages if desired
- Allows for both Opt-In and Opt-Out capabilities
- Allows for templates/pre-written messages to be stored
- Ability to add outside organizations and individuals to distribution lists for communication with nearby college community
- Vendor and system has a good reputation with other IHEs
- Vendor provides a 24/7 hotline
- Application Programming Interface (APIs) are compatible with RCCD's systems
- Vendor has established security features to secure RCCD's data

## The Selection Process

Nine (9) vendor candidates were identified to provide proposals. The initial list was culled down to five (5) candidates after the task force reviewed company literature and data. The five candidates were invited to prepare proposals and present their systems to the task force.

Reference calls were made to universities and colleges currently using one of the five systems. The task force then narrowed the selection down to two systems: **Everbridge and Rave**. The task force then invited stakeholders to provide input on the two vendors at an Emergency Mass Notification Presentation and Feedback Forum held on Friday, September 26, 2014.

Based on input from task force members and from the stakeholder forum, the Rave Mobile Safety System was selected.

## Agenda Item (IV-D-1)

Meeting	11/3/2014 - Committee
Agenda Item	Committee - Resources (IV-D-1)
Subject	FY 2013-2014 Proposition 39 Financial and Performance Audits
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees receive the FY 2013-2014 Proposition 39 independent financial and performance audits of the District's Measure C general obligation bond for the permanent file of the District.

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### Background Narrative:

In accordance with the provisions of Proposition 39, independent financial and performance audits of the District's Measure C general obligation bond were performed by Vicenti, Lloyd and Stutzman LLP (VLS). A representative of the audit firm will be available to present and discuss the reports. Results of the audits are summarized below.

- Auditor's Opinion – The auditors have issued unqualified opinions for both the financial and performance audits.
- Audit Findings – There were no findings or questioned costs related to the financial and performance audits.
- Auditor's Required Communication – In accordance with the Statement on Auditing Standards No. 114, at the conclusion of the audit engagement VLS is required to communicate information to the Board of Trustees regarding their responsibility under United States Generally Accepted Auditing Standards. Attached for your information is the required communication issued by VLS.
- The audit report was presented to the Citizens Bond Oversight Committee at its regularly scheduled meeting on October 16, 2014.

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services  
Bill Bogle, Controller

### Attachments:

[11032014\\_2013-2014 Proposition 39 SAS 114 Letter and Financial and Performance Audits](#)



October 16, 2014

The Board of Trustees  
The Measure C Citizens' Bond Oversight Committee  
Riverside Community College District  
Riverside, California

This letter is intended to ensure that the Board of Trustees and the Measure C Citizens' Bond Oversight Committee of Riverside Community College District (the "District") receives additional information regarding the scope and results of the audit of the General Obligation Bond Funded Capital Outlay Projects that may assist in overseeing the financial reporting and disclosure process for which management is responsible.

These communications relate to the financial statement audit of the General Obligation Bond Funded Capital Outlay Projects that has been performed by Vicenti, Lloyd & Stutzman LLP ("VLS") for the year ended June 30, 2014, and other relevant information relating to VLS' relationship with the District. Our objective is to communicate certain information that is required to be communicated to those charged with governance by professional auditing standards.

The following summarizes various matters which must be communicated to you under auditing standards generally accepted in the United States of America.

### **The Auditor's Responsibility under Applicable Auditing Standards**

Our audit of the financial statements of the General Obligation Bond Funded Capital Outlay Projects for the year ended June 30, 2014 was conducted in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether caused by error, fraudulent financial reporting or misappropriation of assets. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall basic financial statement presentation. Accordingly, the audit was designed to obtain reasonable, rather than absolute, assurance about the financial statements. We believe our audit accomplished that objective.

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Riverside Community College District  
October 16, 2014  
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### **Qualitative Aspects of Accounting Practices**

Management has the ultimate responsibility for the appropriateness of the accounting policies used by the District. The significant accounting policies used by the District are described in Note 1 to the financial statements. The District did not adopt any significant new accounting policies nor have there been any changes in existing significant accounting policies during the current period which should be brought to your attention for approval. No significant or unusual transactions or significant accounting policies related to controversial or emerging areas for which there is a lack of authoritative guidance or consensus were noted. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the preparation of financial statements and are based upon management's current judgment. The process used by management encompasses its knowledge and experience about past and current events, and certain assumptions about future events. Management has informed us it used all the relevant facts available at the time to make the best judgments about accounting estimates, and we considered this information in the scope of our audit. Estimates significant to the financial statements include such items as establishing the accruals of receivables and liabilities. We believe management's estimates are reasonable, based on our audit. However, estimates are subject to change because of future events, and the ultimate amounts realized may differ from those provided.

The financial statement disclosures are neutral, consistent, and clear.

### **Difficulties Encountered in Performing the Audit**

There were no difficulties encountered in dealing with management in performing and completing both the financial and performance audits.

### **Corrected and Uncorrected Misstatements**

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. There were no audit adjustments made to the original trial balance presented to us. In addition, we accumulated no uncorrected misstatements for the fiscal year ended June 30, 2014.

### **Disagreement with Management**

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the audit report. We are pleased to report that we encountered no disagreements with management over the application of significant accounting principles, the basis for management's judgments or any significant matters.

Riverside Community College District  
October 16, 2014  
Page 3

### **Management Representations**

We have requested certain representations from management including but not limited to the fair presentation of the financial statements, application of generally accepted accounting principles and management's responsibility for establishing and maintaining effective internal controls. These as well as other representations are included in the management representation letter dated September 16, 2014.

### **Management Consultations with Other Independent Accountants**

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. We are not aware of any consultations management had with other accountants about auditing and accounting matters related to the General Obligation Bond Funded Capital Outlay Projects.

### **Other Information in Documents Containing Audited Financial Statements**

We are not aware of other documents that contain the audit report of the General Obligation Bond Funded Capital Outlay Projects. When such documents are to be published, such as an Annual Report, we have a responsibility to determine that such financial information is not materially inconsistent with the audited statements of the General Obligation Bond Funded Capital Outlay Projects.

### **Other Audit Findings or Issues**

No management letter was issued related to the audit of the General Obligation Bond Funded Capital Outlay Projects for the year ended June 30, 2014. Similarly, no major issues were discussed with management prior to our recurring retention to perform the aforementioned audit.

### **Independence**

Vicenti Lloyd & Stutzman LLP is independent with respect to the District. Our quality control processes are established to ensure our continuing independence.

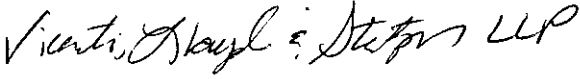
### **Closing**

We will be pleased to respond to any questions you have about the foregoing. If you would like any information or would like to discuss any of the matters raised, please do not hesitate to contact Renee Graves at (626) 857-7300. We appreciate the opportunity to continue to be of service to Riverside Community College District.

Riverside Community College District  
October 16, 2014  
Page 4

**Closing (continued)**

This letter is intended solely for the information and use of the Board of Trustees, Measure C Citizens' Bond Oversight Committee, management and others within the District and is not intended to be and should not be used by anyone other than these specified parties.

  
VICENTI, LLOYD & STUTZMAN LLP

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**RIVERSIDE COUNTY**

**REPORT ON PROPOSITION 39 FUNDING  
FINANCIAL AND PERFORMANCE AUDITS**

**June 30, 2014**

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**REPORT ON PROPOSITION 39 FUNDING  
FINANCIAL AND PERFORMANCE AUDIT**

**June 30, 2014**

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**INDEPENDENT AUDITOR'S REPORT ON  
PROPOSITION 39 GENERAL OBLIGATION BOND  
FUNDED CAPITAL OUTLAY PROJECTS**

The Board of Trustees  
The Measure C Citizens' Bond Oversight Committee  
Riverside Community College District  
Riverside, California

**Report on the Financial Statements**

We have audited the accompanying Balance Sheet, Statement of Revenues, Expenditures and Change in Fund Balance and Statement of Revenues, Expenditures and Change in Fund Balance – Budget and Actual for the General Obligation Bond Funded Capital Outlay Projects of the Riverside Community College District (the District) as of and for the fiscal year ended June 30, 2014, and the related notes to the financial statements, which collectively comprise the District's General Obligation Bond Funded Capital Outlay Projects financial statements as listed in the table of contents.

**Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

**Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the General Obligation Bond Funded Capital Outlay Projects of the District as of June 30, 2014, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Other Matters**

Our audit was conducted for the purpose of forming an opinion on the District's General Obligation Bond Funded Capital Outlay Projects financial statements. The supplementary schedule is presented for purposes of additional analysis and is not a required part of the financial statements.

The supplementary section is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. Such information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

### **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated September 16, 2014 on our consideration of the District's internal control over General Obligation Bond Funded Capital Outlay Projects financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over the General Obligation Bond Funded Capital Outlay Projects financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over the General Obligation Bond Funded Capital Outlay Projects financial reporting and compliance.



VICENTI, LLOYD & STUTZMAN LLP  
Glendora, California  
September 16, 2014

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**  
**BALANCE SHEET**  
**GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**  
**June 30, 2014**

**Assets**

Cash in county treasury	\$ 41,639,548
Accounts receivable	131,899
Due from other funds	<u>40,380</u>
<b>Total Assets</b>	<b><u>\$ 41,811,827</u></b>

**Liabilities and Fund Balance**

**Liabilities**

Accounts payable	\$ 1,618,515
Due to other funds	<u>19,624</u>
<b>Total Liabilities</b>	<b><u>1,638,139</u></b>

**Fund Balance**

Restricted	<u>40,173,688</u>
<b>Total Fund Balance</b>	<b><u>40,173,688</u></b>
<b>Total Liabilities and Fund Balance</b>	<b><u>\$ 41,811,827</u></b>

The accompanying notes are an integral part of the financial statements.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS  
For the Fiscal Year Ended June 30, 2014**

<b>Revenues</b>	
Contributions	\$ 203,618
Interest and investment income	159,566
<b>Total Revenues</b>	<u>363,184</u>
<b>Expenditures</b>	
Classified salaries	332,201
Benefits	136,207
Supplies	8,506
Other services	524,603
Capital outlay	19,579,429
<b>Total Expenditures</b>	<u>20,580,946</u>
Deficiency of revenues over expenditures	<u>(20,217,762)</u>
<b>Other Financing Uses</b>	
Transfers out	<u>(98,675)</u>
<b>Total Other Financing Uses</b>	<u>(98,675)</u>
Net change in fund balance	(20,316,437)
Fund Balance at Beginning of Year	<u>60,490,125</u>
Fund Balance at End of Year	<u>\$ 40,173,688</u>

The accompanying notes are an integral part of the financial statements.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE**  
**BUDGET AND ACTUAL**  
**GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**  
**For the Fiscal Year Ended June 30, 2014**

	<u>Budget *</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
<b>Revenues</b>			
Contributions	\$ 139,456	\$ 203,618	\$ 64,162
Interest and investment income	200,000	159,566	(40,434)
<b>Total Revenues</b>	<u>339,456</u>	<u>363,184</u>	<u>23,728</u>
<b>Expenditures</b>			
Classified salaries	537,727	332,201	205,526
Benefits	217,368	136,207	81,161
Supplies	8,506	8,506	-
Other services	681,408	524,603	156,805
Capital outlay	<u>118,240,559</u>	<u>19,579,429</u>	<u>98,661,130</u>
<b>Total Expenditures</b>	<u>119,685,568</u>	<u>20,580,946</u>	<u>99,104,622</u>
Deficiency of revenues over expenditures	<u>(119,346,112)</u>	<u>(20,217,762)</u>	<u>99,128,350</u>
<b>Other Financing Uses</b>			
Transfers out	<u>(313,550)</u>	<u>(98,675)</u>	<u>214,875</u>
<b>Total Other Financing Uses</b>	<u>(313,550)</u>	<u>(98,675)</u>	<u>214,875</u>
Net change in fund balance	<u>\$ (119,659,662)</u>	<u>(20,316,437)</u>	<u>\$ 99,343,225</u>
Fund Balance at Beginning of Year		<u>60,490,125</u>	
Fund Balance at End of Year		<u>\$ 40,173,688</u>	

\* The budget for revenues reflects estimated amounts to be received in the current year. The budget for expenditures reflects amounts remaining and available for current and subsequent years' expenditures and does not necessarily coincide with actual planned expenditures in the current year.

The accompanying notes are an integral part of the financial statements.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2014**

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:**

**ACCOUNTING POLICIES**

The accompanying financial statements have been prepared in conformity with generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board and *Audits of State and Local Governmental Units* issued by the American Institute of Certified Public Accountants.

**FUND STRUCTURE**

The Statement of Revenues, Expenditures and Change in Fund Balance is a statement of financial activities of the General Obligation Bond Funded Capital Outlay Projects related to the current reporting period. Fund expenditures frequently include amounts for land, buildings, equipment, retirement of indebtedness, transfers to other funds, etc. Consequently, this statement does not purport to present the result of operations or the net income or loss for the period as would a statement of income for a profit-type organization.

**BASIS OF ACCOUNTING**

The General Obligation Bond Funded Capital Outlay Projects is maintained on the modified accrual basis of accounting. As such, revenues are recognized when they become susceptible to accrual, which is to say, when they become both measurable and available to finance expenditures of the current period. Expenditures are recognized in the accounting period in which the liability is incurred (when goods are received or services rendered).

During the year, Cash in the County Treasury is recorded at cost, which approximates fair value, in accordance with the requirements of GASB Statement No. 31.

**BUDGET**

The Statement of Revenues, Expenditures and Change in Fund Balance – Budget and Actual includes a column titled “Budget”. The amounts in this column represent the budget adopted by the Board and all amendments throughout the year.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2014**

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES: (continued)**

**FUND BALANCE CLASSIFICATION**

In accordance with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, the governmental fund financial statements present fund balance classifications that comprise a hierarchy based on the extent to which the District is bound to honor constraints on the specific purposes for which amounts can be spent. Amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation are considered restricted. The fund balance of the General Obligation Bond Funded Capital Outlay Projects is therefore classified as restricted.

**CAPITAL ASSETS AND LONG-TERM DEBT**

The accounting and reporting treatment applied to the capital assets and long-term liabilities associated with the General Obligation Bond Funded Capital Outlay Projects are determined by its measurement focus. The General Obligation Bond Funded Capital Outlay Projects is accounted for on a spending or “financial flow” measurement focus. This means that only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered a measure of “available spendable resources”. Thus, the capital assets and long-term liabilities associated with the General Obligation Bond Funded Capital Outlay Projects are accounted for in the basic financial statements of the Riverside Community College District.

**ESTIMATES**

The preparation of the financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2014**

**NOTE 2 - DEPOSITS – CASH IN COUNTY TREASURY:**

In accordance with Education Code Section 41001, the District maintains all of its cash in the Riverside County Treasury as part of the common investment pool. These pooled funds are carried at amortized cost which approximates fair value. The fair value of the District's deposits for the General Obligation Bond Funded Capital Outlay Projects in this pool as of June 30, 2014, as provided by the County Treasurer, was \$41,617,480, based on the District's pro-rata share of the fair value for the entire portfolio.

The County is authorized to deposit cash and invest excess funds by California Government Code Section 53648 et. seq. The county is restricted by Government Code Section 53635 pursuant to Section 53601 to invest in time deposits, U.S. government securities, state registered warrants, notes or bonds, State Treasurer's investment pool, bankers' acceptances, commercial paper, negotiable certificates of deposit, and repurchase or reverse repurchase agreements. The funds maintained by the County are either secured by federal depository insurance or are collateralized. Interest earned is deposited quarterly into participating funds. Any investment losses are proportionately shared by all funds in the pool.

**NOTE 3 – EXCESS OF EXPENDITURES OVER APPROPRIATIONS:**

There were no excess of expenditures over appropriations, by major object accounts.

**NOTE 4 – BONDED DEBT:**

On March 2, 2004, the voters of Riverside Community College District approved Measure C, a \$350 million bond measure designed to provide funds to improve facilities and safety at the Moreno Valley, Norco, and Riverside Colleges. The outstanding related bonded debt for the District at June 30, 2014 is:

<u>Issue Date</u>	<u>Interest Rate %</u>	<u>Maturity Date</u>	<u>Amount of Original Issue</u>	<u>Outstanding July 1, 2013</u>	<u>Issued Current Year</u>	<u>Redeemed Current Year</u>	<u>Outstanding June 30, 2014</u>
2004A	4.00-5.25%	2015	\$ 55,205,000	\$ 2,355,000	\$	\$ 1,355,000	\$ 1,000,000
2005 Refunding	3.00-5.00%	2016	58,386,109	48,498,032		46,802,747	1,695,285
2007C	4.00-5.00%	2033	90,000,000	68,510,000		24,080,000	44,430,000
2010D	2.36-5.53%	2026	7,699,278	7,699,278			7,699,278
2010D-1	6.97-7.02%	2040	102,300,000	102,300,000			102,300,000
2014 Refunding	0.40-5.00%	2028	73,090,000		73,090,000		73,090,000
			<u>\$ 386,680,387</u>	<u>\$ 229,362,310</u>	<u>\$ 73,090,000</u>	<u>\$ 72,237,747</u>	<u>\$ 230,214,563</u>



**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS  
 June 30, 2014**

**NOTE 4 – BONDED DEBT: (continued)**

**Series A & B**

In August 2004, the District issued the General Obligation Bonds, Series A in the amount of \$55,205,000. Series A Bonds were issued to finance the acquisition, construction, and modernization of property and school facilities and to refund the District's outstanding Certificates of Participation (1993 Financing Project). Series B Bonds for \$9,795,000 were also issued in August 2004 to advance refund the District's outstanding Certificates of Participation (2001 Refunding Project). The Series B Bonds were paid in full as of June 30, 2008. The annual requirements to amortize all Series A Bonds payable, outstanding as of June 30, 2014, are as follows:

<b><u>Year Ended</u></b> <b><u>June 30,</u></b>	<b><u>Principal</u></b>	<b><u>Interest</u></b>	<b><u>Total</u></b>
2015	<u>\$ 1,000,000</u>	<u>\$ 20,000</u>	<u>\$ 1,020,000</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2014**

**NOTE 4 – BONDED DEBT: (continued)**

**Refunding**

In June 2005, the District issued the General Obligation Refunding Bonds, Series 2004A in the amount of \$58,386,109 to advance refund all or a portion of the outstanding principal amount of the District's General Obligation Series A Bonds and to pay costs of issuance associated with the Bonds. The annual requirements to amortize Refunding Bonds payable, outstanding as of June 30, 2014, are as follows:

<u>Year Ended June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Accreted Interest Component</u>	<u>Total</u>
2015	\$ 797,240	\$	\$ 1,517,760	\$ 2,315,000
2016	898,045		2,031,955	2,930,000
	<u>\$ 1,695,285</u>	<u>\$ -</u>	<u>\$ 3,549,715</u>	<u>\$ 5,245,000</u>

Capital appreciation bonds were issued as part of the 2005 refunding issuance. Prior to their applicable maturity dates, each capital appreciation bond will accrete interest on the principal component, with all interest accreting through the applicable maturity date and payable only upon maturity or prior payment of the principal component. Accreted interest accrued has been reflected in the long term debt balance on the District's financial statements.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2014**

**NOTE 4 – BONDED DEBT: (continued)**

**Series C**

In June 2007, the District issued the General Obligation Bonds, Series C in the amount of \$90,000,000. The bonds were issued to finance the repair, acquisition, construction, and equipping of certain district facilities, and to pay all legal, financial, and contingent costs in connection with the issuance of the Bonds. The annual requirements to amortize Series C Bonds payable, outstanding as of June 30, 2014, are as follows:

<b>Year Ended</b>			
<b>June 30,</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2015	\$	\$ 1,110,750	\$ 1,110,750
2016		2,221,500	2,221,500
2017		2,221,500	2,221,500
2018		2,221,500	2,221,500
2019		2,221,500	2,221,500
2020-2024		11,107,500	11,107,500
2025-2029	9,520,000	11,107,500	20,627,500
2030-2033	34,910,000	3,686,000	38,596,000
	<u>\$ 44,430,000</u>	<u>\$ 35,897,750</u>	<u>\$ 80,327,750</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2014**

**NOTE 4 – BONDED DEBT: (continued)**

**Series D & D-1**

In October 2011, the District issued General Obligation Bonds, Series D and D-1 in the amount of \$109,999,278. These bonds consisted of \$7,699,278 tax-exempt Series D bonds and \$102,300,000 in federally taxable Build America Bonds Series D-1. The Build America Bonds program was created by the American Recovery and Reinvestment Act to assist state and local governments in financing capital projects at lower borrowing costs and to stimulate the economy and create jobs.

The District elected to treat the Series D-1 bonds as “Build America Bonds” under Section 54AA of the Tax Code, and the Series D-1 Bonds be “qualified bonds” under Section 54AA(g)(2) of the Tax Code which make the District eligible for a cash subsidy payment from the United States Treasury equal to 35% of the interest payable on the Series D-1 Bonds. The District will deposit the cash subsidy payments with the County to be credited to the Debt Service Fund for the Series D-1 Bonds. Cash subsidy payments are expected to be received contemporaneously with each interest payment date. The annual requirements to amortize Series D Bonds payable, outstanding as of June 30, 2014, are as follows:

<b>Year Ended June 30,</b>	<b>Principal</b>	<b>Accreted Interest</b>	<b>Total</b>
2015	\$	\$	\$ -
2016	216,214	158,786	375,000
2017	292,495	277,505	570,000
2018	349,375	415,625	765,000
2019	394,266	575,734	970,000
2020-2024	3,950,471	3,894,529	7,845,000
2025-2026	2,496,457	2,898,543	5,395,000
	<u>\$ 7,699,278</u>	<u>\$ 8,220,722</u>	<u>\$ 15,920,000</u>

Capital appreciation bonds were issued as part of the 2011 Series D issuance. Prior to their applicable maturity dates, each capital appreciation bond will accrete interest on the principal component, with all interest accruing through the applicable maturity date and payable only upon maturity or prior payment of the principal component. Accreted interest accrued has been reflected in the long term debt balance on the District’s financial statements.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2014**

**NOTE 4 – BONDED DEBT: (continued)**

**Series D & D-1 (continued)**

The annual requirements to amortize Series D-1 Build America Bonds payable, outstanding as of June 30, 2014, are as follows:

<u>Year Ended June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2015	\$	\$ 7,164,193	\$ 7,164,193
2016		7,322,979	7,322,979
2017		7,441,698	7,441,698
2018		7,579,818	7,579,818
2019		7,739,927	7,739,927
2020-2024		39,715,494	39,715,494
2025-2029		38,719,509	38,719,509
2030-2034	16,840,000	35,198,803	52,038,803
2035-2039	70,215,000	24,810,541	95,025,541
2040	15,245,000	1,070,351	16,315,351
	<u>\$ 102,300,000</u>	<u>\$ 176,763,313</u>	<u>\$ 279,063,313</u>

**Refunding**

In April 2014, the District issued General Obligation Refunding Bonds, Series A (Tax Exempt) in the amount of \$29,130,000 to advance refund all or a portion of the outstanding principal amount of the District's General Obligation Series A Bonds, 2005 Refunding Bonds and General Obligation Series C Bonds and to pay costs of issuance associated with the Bonds. General Obligation Refunding Bonds, Series B (Federally Taxable) in the amount of \$43,960,000 were also issued to advance refund a portion of the outstanding principal amount of the District's 2005 Refunding Bonds and to pay costs of issuance associated with the Bonds. The annual requirements to amortize Refunding Bonds payable, outstanding as of June 30, 2014, are as follows:

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2014**

**NOTE 4 – BONDED DEBT: (continued)**

**Refunding (continued)**

<b>Year Ended June 30,</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2015	\$ 1,320,000	\$ 442,992	\$ 1,762,992
2016	615,000	2,558,866	3,173,866
2017	3,780,000	2,555,188	6,335,188
2018	4,085,000	2,510,946	6,595,946
2019	4,400,000	2,445,195	6,845,195
2020-2024	28,385,000	10,158,193	38,543,193
2025-2028	30,505,000	3,793,067	34,298,067
	<u>\$ 73,090,000</u>	<u>\$ 24,464,447</u>	<u>\$ 97,554,447</u>

**NOTE 5 – COMMITMENTS AND CONTINGENCIES**

**A. Litigation**

The District is involved in various claims and legal actions related to various construction projects. In the opinion of management, the ultimate disposition of these matters will not have a material adverse effect on the District's General Obligation Bond Funded Capital Outlay Projects financial statements

**B. Purchase Commitments**

As of June 30, 2014, the District was committed under various capital expenditure purchase agreements for bond projects in process totaling approximately \$88,300,000.



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL  
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND  
OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL  
STATEMENTS PERFORMED IN ACCORDANCE  
WITH *GOVERNMENT AUDITING STANDARDS***

The Board of Trustees  
The Measure C Citizens' Bond Oversight Committee  
Riverside Community College District  
Riverside, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the Balance Sheet, Statement of Revenues, Expenditures and Change in Fund Balance and Statement of Revenues, Expenditures and Change in Fund Balance – Budget and Actual for the General Obligation Bond Funded Capital Outlay Projects of the Riverside Community College District (the District), as of and for the fiscal year ended June 30, 2014, and the related notes to the financial statements, which collectively comprise the General Obligation Bond Funded Capital Outlay Projects basic financial statements, and have issued our report thereon dated September 16, 2014.

**Internal Control Over Financial Reporting**

In planning and performing our audit, we considered the District's internal control over the General Obligation Bond Funded Capital Outlay Projects financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A material weakness is a deficiency or a combination of deficiencies in internal control such that there is a reasonable possibility that a material misstatement of the financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL  
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND  
OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL  
STATEMENTS PERFORMED IN ACCORDANCE  
WITH *GOVERNMENT AUDITING STANDARDS***


Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the District's General Obligation Bond Funded Capital Outlay Projects financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of non-compliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



VICENTI, LLOYD & STUTZMAN LLP  
Glendora, California  
September 16, 2014



**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**FINANCIAL AUDIT  
SCHEDULE OF FINDINGS AND RESPONSES  
June 30, 2014**

There were no findings related to the financial audit of the General Obligation Bond Funded Capital Outlay Projects for the fiscal years ended June 30, 2014, and June 30, 2013.

**PERFORMANCE AUDIT OF THE GENERAL OBLIGATION BOND  
FUNDED CAPITAL OUTLAY PROJECTS**



**INDEPENDENT AUDITOR'S REPORT  
ON PROPOSITION 39 GENERAL OBLIGATION  
BOND FUNDED CAPITAL OUTLAY PROJECTS  
COMPLIANCE REQUIREMENTS**

The Board of Trustees  
The Measure C Citizens' Bond Oversight Committee  
Riverside Community College District  
Riverside, California

We have conducted a performance audit of the Riverside Community College District (the "District"), Measure C General Obligation Bond funds for the fiscal year ended June 30, 2014.

We conducted our performance audit in accordance with *Governmental Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Our audit was limited to the objectives listed on page 20 of this report which includes determining the District's compliance with the performance requirements for the Proposition 39 Measure C General Obligation Bonds under the applicable provisions of Section 1(b)(3)(C) of Article XIII A of the California Constitution and Sections 15264 and 15272 – 15286 of the California Education Code as they apply to the Bonds and the net proceeds thereof. Management is responsible for the District's compliance with those requirements.

Solely to assist us in planning and performing our performance audit, we obtained an understanding of the internal control of the District to determine if internal controls were adequate to help ensure the District's compliance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution and Sections 15264 and 15272 – 15286 of the California Education Code. Accordingly, we do not express any assurance on internal control.

The results of our tests indicated that, in all significant respects, the District expended Measure C General Obligation Bond funds for the fiscal year ended June 30, 2014, only for the specific projects developed by the District's Board of Trustees, and approved by the voters in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution and Sections 15264 and 15272 – 15286 of the California Education Code.

*Vicenti, Lloyd & Stutzman LLP*

VICENTI, LLOYD & STUTZMAN LLP  
Glendora, California  
September 16, 2014

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**PROPOSITION 39 PERFORMANCE AUDIT  
June 30, 2014**

**BACKGROUND INFORMATION**

In November, 2000, the voters of the State of California approved Proposition 39 authorizing the issuance of general obligation bonds by California public school districts and community colleges under certain circumstances and subject to certain conditions. On March 2, 2004, the voters of Riverside Community College District approved Measure C, a \$350 million bond measure designed to provide funds to improve facilities and safety at the Moreno Valley, Norco, and Riverside campuses.

Pursuant to the requirements of Proposition 39, and related state legislation, the Board of Trustees of the District established a Citizens' Bond Oversight Committee and appointed its members. The principal purpose of the Citizens' Bond Oversight Committee, as set out in state law, is to inform the public as to the expenditures of the proceeds of the bonds issued pursuant to the Measure C Bond authorization. The Citizens' Bond Oversight Committee is required to issue at least one report annually as to its activities and findings.

Section 1(b)(3)(C) of Article XIII A of the California Constitution requires the District to conduct, an annual independent performance audit to ensure that the proceeds of the bonds deposited into the General Obligation Bond Funded Capital Outlay Projects – Measure C Bond Program have been expended only for the authorized bond projects.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**PROPOSITION 39 PERFORMANCE AUDIT  
June 30, 2014**

**OBJECTIVES**

The objectives of our Performance Audit were to:

- Determine the expenditures charged to the Riverside Community College District Measure C General Obligation Bond Funded Capital Outlay Projects.
- Determine whether expenditures charged to the Measure C General Obligation Bond Funded Capital Outlay Projects have been made in accordance with the bond project list approved by the voters through the approval of Measure C in March 2004.
- Note incongruities, system weaknesses, or non-compliance with specific California Education Code sections related to bond oversight and provide recommendations for improvement.
- Provide the District Board of Trustees and the Measure C Citizens' Bond Oversight Committee with a performance audit as required under the provisions of the California Constitution and Proposition 39.

**SCOPE OF THE AUDIT**

The scope of our Performance Audit covered the fiscal period from July 1, 2013 to June 30, 2014. The sample of expenditures tested included object and project codes associated with the bond projects. The propriety of expenditures for capital projects and maintenance projects funded through other state or local funding sources, other than the proceeds of the bonds, were not included within the scope of our audit. Expenditures incurred subsequent to June 30, 2014, were not reviewed or included within the scope of our audit or in this report.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**PROPOSITION 39 PERFORMANCE AUDIT  
June 30, 2014**

**PROCEDURES PERFORMED**

We obtained the general ledger and the project expenditure summary reports and detail prepared by the District for the fiscal year ended June 30, 2014 for the General Obligation Bond Funded Capital Outlay Projects – Measure C Bond Program. We also reviewed documentation, including the District website, for compliance with Education Code Sections 15264 and 15272 – 15286. Within the fiscal year audited, we obtained the actual invoices and other supporting documentation for expenditures to ensure compliance with the requirements of Proposition 39 and Measure C with regards to the approved bond projects list. We performed the following procedures:

- We reviewed the projects listed to be funded with general obligation bond proceeds as set forth in the Measure C election documents.
- We selected a sample of expenditures for the fiscal year ended June 30, 2014 and reviewed supporting documentation to ensure that such funds were properly expended on the authorized bond projects.
- We verified on a sample basis that funds from the General Obligation Bond Funded Capital Outlay Projects – Measure C Bond Program were expended on authorized bond projects. In addition, we verified that funds held in the General Obligation Bond Funded Capital Outlay Projects – Measure C Bond Program were used for salaries of administrators only to the extent they perform administrative oversight work on construction projects as allowable per Opinion 04-110 issued on November 9, 2004 by the State of California Attorney General.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**PROPOSITION 39 PERFORMANCE AUDIT  
June 30, 2014**

**CONCLUSION**

The results of our tests indicated that, in all significant respects, the District has properly accounted for the expenditures of the funds held in the Bond Funded Capital Outlay Projects – Measure C Bond Program and that such expenditures were made for authorized bond projects. Further, it was noted that the funds held in the Bond Funded Capital Outlay Projects – Measure C Bond Program and expended by the District, were used for salaries of administrators only to the extent they perform administrative oversight work on construction projects as allowable per Opinion 04-110 issued on November 9, 2004 by the State of California Attorney General.



**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**PROPOSITION 39 PERFORMANCE AUDIT  
SCHEDULE OF FINDINGS AND RESPONSES  
June 30, 2014**

There were no findings related to the performance audit for the fiscal year ended June 30, 2014.

**SUPPLEMENTARY INFORMATION**

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**PROPOSITION 39 PERFORMANCE AUDIT  
BOND PROJECT SUMMARY  
June 30, 2014**

The District has identified the following projects to be funded with proceeds from the general obligation bonds. The District incurred costs of \$241,008,126 through June 30, 2014 for these construction projects. Capital outlay and other financing expenditures were as follows:

	BUDGET	TOTAL PROJECT COSTS THROUGH June 30, 2013	2014 ACTUAL COSTS	TOTAL PROJECT COSTS THROUGH June 30, 2014
Parking Structure - Riverside	\$ 20,940,662	\$ 20,940,661		\$ 20,940,661
PE Complex / Athletic Field Phase I - Riverside	4,516,435	4,516,435		4,516,435
Lovekin Complex (Swing Space)	3,958,308	3,958,308		3,958,308
Quad Modernization Project	8,918,800	9,171,523	284	9,171,807
RCC System Office - Purchase Option	2,629,982	2,629,982		2,629,982
MLK Renovation	1,010,614	1,010,614		1,010,614
Bridge Space Project	1,175,132	1,175,132		1,175,132
Phase III - Norco	9,620,416	9,715,349		9,715,349
District Computer / Network / Phone Upgrades	1,351,043	1,351,053		1,351,053
Scheduled Maintenance - District Match for State Allocation	1,403,045	1,403,045		1,403,045
Administration Building Remodel	186,100	186,100		186,100
Business Education Building Remodel	129,325	129,325		129,325
Nursing / Sciences Building Riverside	18,272,600	16,294,560	104,994	16,399,554
Phase III - Moreno Valley	7,044,265	4,716,434	1,078,582	5,795,016
Physical Education Phase II	13,738,332	13,106,903	15,613	13,122,516
Feasibility and Planning	1,946,085	1,347,910	198,559	1,546,469
Innovative Learning Center	7,399,505	7,399,505		7,399,505
Moreno Valley Secondary Effects	286,227	286,226		286,226
Norco Campus Room Renovations	100,019	100,019		100,019
Riverside Food Services Remodel	987,705	987,705		987,705
Moreno Valley Food Services Remodel	2,654,335	2,649,608		2,649,608
Infrastructure Studies Project	484,414	484,414		484,414
Moreno Valley Hot Water Loop System	869,848	869,848		869,848
Emergency Phones Installation Project	379,717	379,717		379,717
Noresco Utility Retrofit Improvement	6,181,188	6,181,189		6,181,189
Modular Redistribution Norco/MoVal/BC/Riv	8,431,362	8,425,861		8,425,861
ECS Upgrade/Retrofit Norco/MoVal	389,561	389,561		389,561
PBX Operations Center - Riverside	428,119	428,119		428,119
PBX Operations Center - Norco NOC	11,775,000	11,123,252	191,572	11,314,824
PBX Operations Center - Moreno Valley NOC	3,024,082	109,634	98,831	208,465
Phys/Life Science Secondary Effects StSvc	152,500	152,500		152,500
Norco Campus Student Support Center	15,635,918	15,633,873		15,633,873
Staff Costs	2,250,470	1,792,891	457,584	2,250,475
Long Range Master Plan Project	1,439,077	1,439,077		1,439,077
Construction Management Services	210,331	210,331		210,331
Logic Domain CPMX	162,375	136,875	12,750	149,625
Aquatic Pool Project	11,028,683	10,833,976	32,008	10,865,984
Norco Soccer Field	3,904,973	3,904,973	(25,659)	3,879,314
Moreno Valley Parking Structure	5,269,307	5,058,274	698	5,058,972
Bradshaw Building Electrical	366,353	366,353		366,353

See independent auditor's report.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**PROPOSITION 39 PERFORMANCE AUDIT  
BOND PROJECT SUMMARY  
June 30, 2014**

	BUDGET	TOTAL PROJECT COSTS THROUGH June 30, 2013	2014 ACTUAL COSTS	TOTAL PROJECT COSTS THROUGH June 30, 2014
Quad Basement Remodel	467,500	352,941		352,941
Black Box Theatre Remodel	10,955	10,955		10,955
Technology Building - A	11,375	11,375		11,375
Center for Health, Wellness and Kinesiology	86,500	86,500		86,500
Health Science Center	164,971	164,970		164,970
ADA Transition Plan	6,360,000	3,513,078	2,506,984	6,020,062
March Dental Education Center	9,914,549	9,878,445		9,878,445
Norco Secondary Effects Project	16,044,292	15,563,941	124,653	15,688,594
Utility Infrastructure Upgrade Project	7,085,632	1,985,350	3,934,990	5,920,340
Norco Campus Safety & Site Improvement Project	967,442	967,442		967,442
Moreno Valley Campus Safety & Site Improvement Project	719,827	719,827		719,827
Moreno Valley Campus Administrative Move to Humanities	25,990	25,990		25,990
Moreno Valley Campus Science Laboratories Remodel	500,000	302,541	262	302,803
Ben Clark Public Safety Training Center Project	84,500	53,125		53,125
Riverside Interim Parking Lease	177,023	177,023		177,023
Moreno Valley Center for Human Performance	112,009	112,009		112,009
Riverside Cosmetology Building	142,500	142,500		142,500
Alumni Carriage House Restoration Project	150,000	121,513	756	122,269
District Wide IT Audit	5,840,000	1,709,750	451,340	2,161,091
District Culinary Arts / District Office Building	32,484,261	3,651,431	3,146,079	6,797,510
Parking Structure Fall Deterrent	7,576	7,576		7,576
Nursing Portables	705,338	705,338		705,338
Central Plant Boiler Project	161,848	161,847		161,847
DSA Project Closures	7,434	7,290		7,290
Scheduled Maintenance	2,860,000	1,890,330	306,226	2,196,556
Electronic Contract Document Storage	50,000			
2013-14 IPP/FPP District	350,000			
Program Contingency	4,439,146			
Program Reserve	4,310,463			
District Design Standards	355,000	335,785	9,247	345,032
Moreno Valley Learning Center	127,000	127,000		127,000
Student Services and Workforce Development Bldg.	25,925,000	272,078	1,175,481	1,447,559
Lovekin Parking/Tennis Project	4,475,000	1,356,068	2,967,760	4,323,828
Food Services "grab-n-go" Facility Project	1,600,000	77,390	5,348	82,738
Master Plan Updates	729,800	403,403	305,506	708,909
Swing Space - Market Street Properties	866,500	366,190	121,301	487,491
Groundwater Monitoring Wells	517,660	121,137	28,308	149,445
Emergency Phone Project - Moreno Valley	450,000	341,582		341,582
Self-Generation Incentive Program- Norco	3,110,000	945,261	1,580,045	2,525,306
Physicians Assistant Laboratory Remodel - Moreno Valley	120,000	10,163	39,029	49,192
Visual and Performing Arts Center - Norco	114,000	114,000		114,000
Audio Visual Upgrade Project - Moreno Valley	200,000	51,550		51,550
Mechanical Upgrade Project - Moreno Valley	875,000	657,413	2,832	660,245

See independent auditor's report.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**PROPOSITION 39 PERFORMANCE AUDIT  
 BOND PROJECT SUMMARY  
 June 30, 2014**

	BUDGET	TOTAL PROJECT COSTS THROUGH June 30, 2013	2014 ACTUAL COSTS	TOTAL PROJECT COSTS THROUGH June 30, 2014
Coil School for the Arts	24,280,000	1,927,958	1,708,982	3,636,940
Coil School for the Arts - Parking Structure	1,456,076			
<b>Total Capital Outlay</b>	<b>340,094,380</b>	<b>220,427,180</b>	<b>20,580,946</b>	<b>241,008,126</b>
Series A Refunding Escrow	57,686,474	57,686,474		57,686,474
COPS Payoffs	11,582,875	11,582,873		11,582,873
Costs of issuance	2,839,859	2,839,858		2,839,858
Debt service	2,835,612	2,835,612		2,835,612
Election costs	98,236	98,236		98,236
<b>Total Other Financing Uses</b>	<b>75,043,056</b>	<b>75,043,053</b>	<b>-</b>	<b>75,043,053</b>
<b>TOTALS</b>	<b>\$ 415,137,436</b>	<b>\$ 295,470,233</b>	<b>\$ 20,580,946</b>	<b>\$ 316,051,180</b>

See independent auditor's report.

## Agenda Item (IV-D-2)

Meeting 11/3/2014 - Committee

Agenda Item Committee - Resources (IV-D-2)

Subject Presentation on Full-Time Faculty Obligation Report

College/District District

Information Only

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### Background Narrative:

At the Board of Trustees meeting held on September 16, 2014, Trustee Figueroa referenced a full-time faculty obligation report distributed and discussed at a California Community College Trustee meeting she attended and asked that it be brought forward for discussion at a future committee meeting. The report indicated full-time faculty obligation compliance, by district, and the percentage of full-time faculty in comparison to part-time faculty.

Attached is the Full-Time Faculty Obligation report obtained from the California Community Colleges Chancellor's Office website. For Riverside Community College District, in Fall 2013, the FON was 323 and the actual reported for the District was 344.2. For this same year, the percentage of full-time equivalent faculty (FTEF) attributable to full-time instructional and full-time non-instructional faculty was 52.1% and the percentage of FTEF attributable to part-time faculty was 47.9%. For this same year our District ranked number 48 out of 72 districts in the State in the FTEF attributable to full-time faculty.

The District's Fall 2014 Full-Time Faculty Obligation report has been prepared but has not yet been filed. It indicates that the District is in compliance with its obligation by eighteen (18) full-time faculty for FY 2013-2014. Estimates based on Fall 2014 teaching assignments at the semester census reveal that 49.6% of the FTEF will be attributable to full-time instructional and full-time non-instructional faculty and 50.4% will be attributable to part-time faculty.

Preliminary projections for the Fall 2015 obligation indicate that the District will be three (3) full-time faculty short of meeting the obligation. An updated system wide ranking report, similar to the one attached, is not available yet since Fall 2014 Full-Time Obligation reports are not due to the State Chancellor's Office until November 14, 2014.

Chancellor Burke is currently working with the college presidents to develop a prioritized faculty hiring plan for FY 2015-2016, taking into consideration the respective needs of each college; the full-time obligation number; the availability of State Access funding provided to the District; and the projected financial condition of the District heading into the new fiscal year.

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services  
Robin Steinback, Interim Vice Chancellor, Ed. Svcs., Workforce Dev. and Planning

### Attachments:

[11032014\\_CCCCO Full-Time Faculty Obligation Report](#)  
[11032014\\_FON Presentation](#)

## California Community Colleges

## Fall 2013

## Full-time Faculty Obligation

## Compliance by District

DISTRICT	COMPLIANCE OPTION A			COMPLIANCE OPTION B					Compliance Option
	Fall 2013 Full-Time Faculty Obligation	Fall 2013 Full-Time Faculty Actual	Difference	Fall 2013 Full-Time Faculty Actual	Fall 2013 Part-Time Faculty Actual	Fall 2013 Total Faculty Actual	Fall 2013 Full-Time Faculty Percentage	Fall 2012 Full-Time Faculty Percentage	
West Hills	84.50	93.56	9.06	93.56	28.23	121.79	76.82%	80.52%	A
San Mateo	338.80	337.97	-0.83	337.97	107.92	445.89	75.80%	70.55%	B
San Francisco	467.80	594.66	126.86	594.66	205.23	799.89	74.34%	72.40%	A
West Valley-Mission	315.10	311.00	-4.10	311.00	123.04	434.04	71.65%	68.43%	B
Mt. San Jacinto	114.80	146.00	31.20	146.00	184.40	204.91	71.25%	44.36%	A
Kern	348.80	366.60	17.80	366.60	158.33	524.93	69.84%	71.79%	A
Rio Hondo	192.60	194.60	2.00	194.60	88.02	282.62	68.85%	68.11%	A
Los Rios	861.20	967.80	106.60	967.80	457.00	1,424.80	67.93%	67.85%	A
Sequoias	163.20	156.97	-6.23	156.97	79.70	236.67	66.33%	67.13%	B
Palo Verde	17.00	34.00	17.00	34.00	18.06	52.06	65.31%	63.34%	A
El Camino	302.20	335.92	33.72	335.92	190.32	526.24	63.83%	66.30%	A
West Kern	52.60	55.00	2.40	55.00	31.44	86.44	63.63%	62.90%	A
Rancho Santiago	328.80	317.00	-11.80	317.00	185.62	502.62	63.07%	65.48%	A
Cerritos	255.20	266.40	11.20	266.40	156.83	423.23	62.94%	66.31%	A
Cabrillo	177.60	193.20	15.60	193.20	117.50	310.70	62.18%	64.10%	A
Yosemite	271.00	272.00	1.00	272.00	165.59	437.59	62.16%	65.57%	A
Merced	165.60	169.77	4.17	169.77	105.59	275.36	61.65%	62.93%	A
North Orange County	483.80	496.00	12.20	496.00	308.60	804.60	61.65%	68.90%	A
Lassen	20.90	29.77	8.87	29.77	18.73	48.50	61.38%	63.02%	A
San Joaquin Delta	201.80	205.40	3.60	205.40	129.50	334.90	61.33%	69.40%	A
Los Angeles	1,401.10	1,453.79	52.69	1,453.79	931.34	2,385.13	60.95%	64.95%	A
Citrus	155.00	157.03	2.03	157.03	100.83	257.86	60.90%	71.98%	A
Santa Barbara	229.40	229.00	-0.40	229.00	148.79	377.79	60.62%	56.57%	B
Solano	121.60	150.00	28.40	150.00	97.88	247.88	60.51%	70.12%	A
Chaffey	189.80	206.37	16.57	206.37	137.23	343.60	60.06%	46.65%	A
Feather River	19.10	33.42	14.32	33.42	22.24	55.66	60.04%	55.89%	A
Imperial	88.30	137.00	48.70	137.00	94.95	231.95	59.06%	56.31%	A
Ventura	364.20	386.00	21.80	386.00	273.00	659.00	58.57%	58.80%	A
Marin	73.90	96.70	22.80	96.70	68.88	165.57	58.40%	64.45%	B
State Center	443.50	476.35	32.85	476.35	339.57	815.92	58.38%	59.24%	A
Peralta	301.20	291.93	-9.27	291.93	209.47	501.40	58.22%	54.34%	B
Napa Valley	92.70	92.20	-0.50	92.20	67.50	159.70	57.73%	59.27%	A
Shasta-Tehama-Trinity	115.10	127.50	12.40	127.50	95.73	223.23	57.12%	60.13%	A
Coast	363.40	406.70	43.30	406.70	309.35	716.05	56.80%	66.13%	A



**California Community Colleges**

**Fall 2013**

**Full-time Faculty Obligation**

**Compliance by District**

DISTRICT	COMPLIANCE OPTION A			COMPLIANCE OPTION B					Fall 2012 Full-Time Faculty Percentage	Compliance Option
	Fall 2013 Full-Time Faculty Obligation	Fall 2013 Full-Time Faculty Actual	Difference	Fall 2013 Full-Time Faculty Actual	Fall 2013 Part-Time Faculty Actual	Fall 2013 Total Faculty Actual	Fall 2013 Full-Time Faculty Percentage			
Sonoma County	255.50	274.54	19.04	274.54	211.77	486.31	56.45%	61.03%	A	
Long Beach	320.60	303.07	-17.53	303.07	234.62	537.69	56.37%	64.37%	A	
San Jose-Evergreen	208.00	229.70	21.70	229.70	177.86	407.56	56.36%	57.47%	A	
Chabot-Las Positas	267.00	268.99	1.99	268.99	211.89	480.88	55.94%	58.90%	A	
San Luis Obispo	129.40	149.50	20.10	149.50	119.30	268.80	55.62%	55.62%	A	
Mt. San Antonio	365.90	392.50	26.60	392.50	323.26	715.76	54.84%	58.28%	A	
Yuba	90.40	114.80	24.40	114.80	94.86	209.66	54.76%	56.61%	A	
Allan Hancock	125.40	137.44	12.04	137.44	116.18	253.62	54.19%	55.78%	A	
Foothill-DeAnza	408.00	459.00	51.00	459.00	393.00	852.00	53.87%	53.33%	A	
Compton	22.40	88.00	65.60	88.00	75.96	163.96	53.67%	55.75%	A	
Lake Tahoe	16.20	40.00	23.80	40.00	35.64	75.64	52.88%	53.45%	A	
Hartnell	92.90	98.00	5.10	98.00	89.05	187.05	52.39%	29.49%	A	
Glendale	209.00	209.40	0.40	209.40	191.93	401.33	52.18%	56.85%	A	
Riverside	323.00	344.16	21.16	344.16	316.81	660.97	52.07%	55.93%	A	
San Diego	454.80	471.46	16.66	471.46	444.50	915.96	51.47%	54.47%	A	
Grossmont-Cuyamaca	260.70	275.96	15.26	275.96	260.51	536.47	51.44%	53.72%	A	
Butte	159.40	163.19	3.79	163.19	156.49	319.68	51.05%	52.98%	A	
Antelope Valley	138.60	173.77	35.17	173.77	167.60	341.37	50.90%	51.04%	A	
Contra Costa	318.70	424.00	105.30	424.00	411.00	835.00	50.78%	54.65%	A	
Monterey Peninsula	109.90	109.00	-0.90	109.00	106.75	215.75	50.52%	49.78%	B	
Redwoods	71.10	83.42	12.32	83.42	83.42	166.84	50.00%	52.41%	A	
Pasadena Area	353.20	386.31	33.11	386.31	392.36	778.67	49.61%	56.58%	A	
Palomar	257.80	270.18	12.38	270.18	279.08	549.26	49.19%	52.14%	A	
Sierra	193.60	221.60	28.00	221.60	228.90	450.50	49.19%	50.51%	A	
South Orange	305.80	355.50	49.70	355.50	368.30	723.80	49.12%	47.90%	A	
San Bernardino	192.80	223.11	30.31	223.11	241.77	464.88	47.99%	52.92%	A	
Mira Costa	108.10	171.07	62.97	171.07	187.45	358.52	47.72%	47.07%	A	
Ohlone	106.20	113.00	6.80	113.00	126.25	239.25	47.23%	48.32%	A	
Santa Clarita	169.80	177.60	7.80	177.60	198.90	376.50	47.17%	50.67%	A	
Santa Monica	237.40	330.10	92.70	330.10	369.70	699.80	47.17%	48.04%	A	
Siskiyou	32.40	40.00	7.60	40.00	46.41	86.41	46.29%	50.18%	A	
Desert	94.20	97.80	3.60	97.80	113.96	211.76	46.18%	48.29%	A	
Southwestern	234.30	234.00	-0.30	243.03	264.00	507.03	46.15%	51.49%	A	
Barstow	27.50	38.10	10.60	38.10	47.80	85.90	44.35%	31.59%	A	

## California Community Colleges

Fall 2013

## Full-time Faculty Obligation

## Compliance by District

DISTRICT	COMPLIANCE OPTION A			COMPLIANCE OPTION B					Compliance Option
	Fall 2013 Full-Time Faculty Obligation	Fall 2013 Full-Time Faculty Actual	Difference	Fall 2013 Full-Time Faculty Actual	Fall 2013 Part-Time Faculty Actual	Fall 2013 Total Faculty Actual	Fall 2013 Full-Time Faculty Percentage	Fall 2012 Full-Time Faculty Percentage	
Gavilan	67.10	73.00	5.90	73.00	107.83	180.83	40.37%	43.85%	A
Victor Valley	112.10	117.50	5.40	117.50	182.14	299.64	39.21%	38.91%	A
Mendocino-Lake	41.00	48.00	7.00	48.00	78.70	126.70	37.88%	43.06%	A
Copper Mt.	12.60	39.00	26.40	39.00	90.00	129.00	30.23%	30.37%	A

# Faculty Obligation Number (FON)

Riverside Community College District  
Governing Board  
Resources Committee  
November 3, 2014

Mr. Aaron Brown, Vice Chancellor Business and Financial Services  
Dr. Robin Steinback, Vice Chancellor Educational Services (Interim)  
With assistance of Mr. Raj Bajaj, Dean Educational Services and Mr. David Torres, Dean Institutional Research



# What is the Faculty Obligation Number (FON)?

- Community college districts are **required to increase their base number of full-time faculty** over the prior year **in proportion to the amount of growth in credit FTES** (Title 5, Section 51025, California Code of Regulations) .
- Each district's **obligation increases** by approximately its **percentage increase in funded full-time equivalent students (FTES) in credit courses**
- FON is expressed as full-time equivalent faculty positions



# Board of Governors of the California Community Colleges

- Annually, by November 20
  - determines whether there is adequate funding in State Budget to allow for full or partial implementation of the full-time faculty hiring obligations.
    - COLA funds
    - Growth Funds
    - Core Programs
- November 2013 Meeting – YES for 2014!
- Following Advance Apportionment, Districts receive final FON for current year and projected FON for next year (September)



# Calculations for FON Based on Regulations and Law

- CCR, Title 5, Chapter 6, §51025 Requirement Increase Base Full-Time Faculty
- CCR, Title 5, Chapter 6, §53301 Part-Time Faculty
- CCR, Title 5, Chapter 6, §53302 Full-Time Faculty
- CCR, Title 5, Chapter 6, §53309 Rules for Calculating FTEF Attributable to Full-Time Faculty
- CCR, Title 5, Chapter 6, §53310 Rules for Calculating FTEF Attributable to Part-Time Faculty
- CCR, Title 5, Chapter 1, §50079.1 Special Taxes
- California Education Code, §87470 Employment Categorically Funded Programs and Projects



# Calculations for FTEF attributable to Full-Time Faculty

Full-Time Faculty INCLUDED in the FTEF Calculation	Comment	Full-Time Faculty Load EXCLUDED in the FTEF Calculation	Comment
FTEF attributable to Full-time Instructional Faculty		Overload Assignments	
FTEF attributable to Non-Instructional Full-time Faculty		Positions/Load funded by special taxes	e.g. parcel tax
Sabbaticals (paid/unpaid)			
Reassigned/Release Time			
Unpaid Leave			
Late Retirements/Resignations			
Teaching by Classified and/or Administrators	Can include teaching by others provided they meet the minimum qualifications AND the teaching is part of their contract and not an overload		



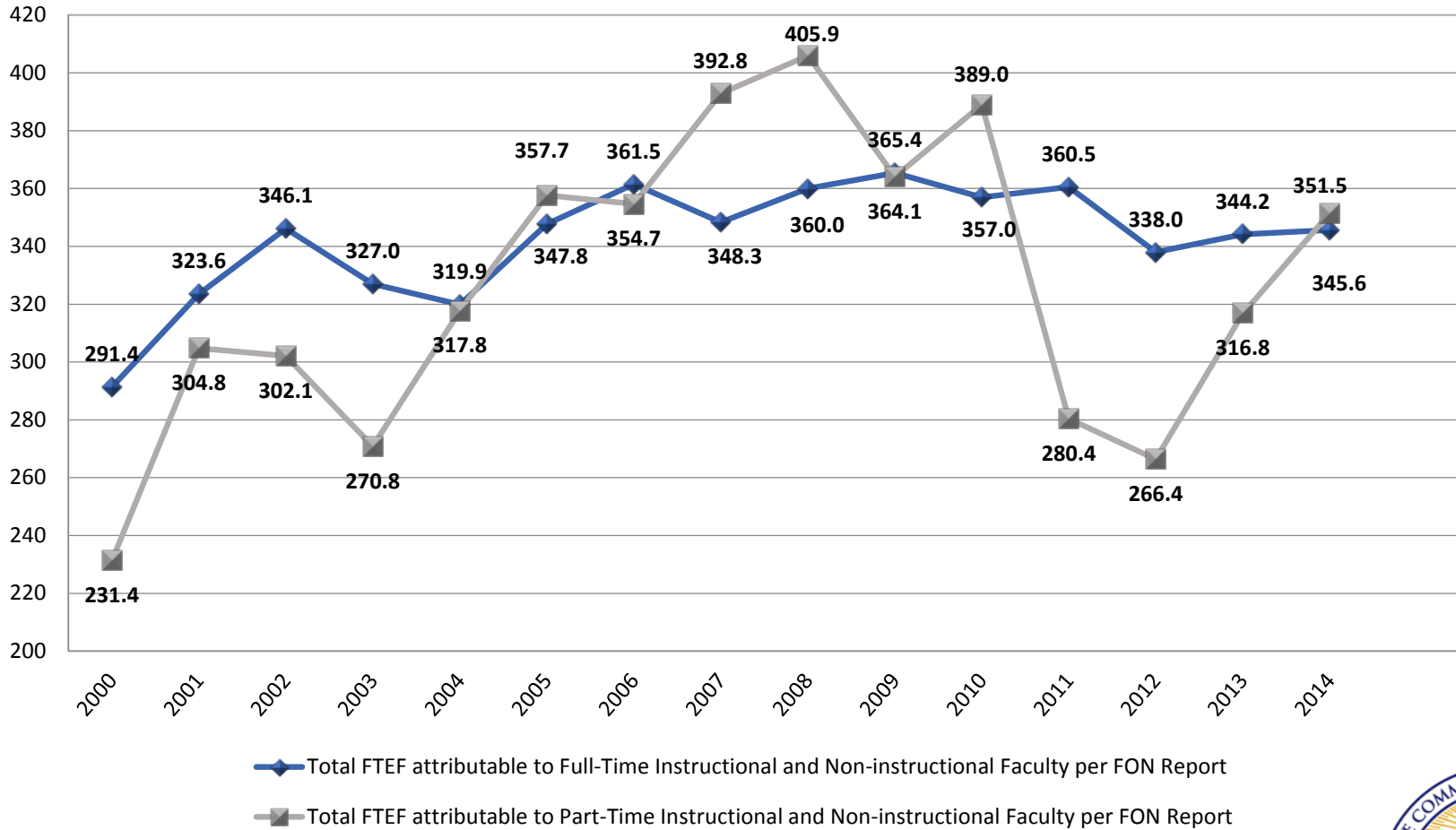


# Calculations for FTEF attributable to Part-Time Faculty

Part-Time Faculty Load Included in FTE Calculation	Comment	Part-Time Faculty Load EXCLUDED in the FTE Calculation	Comment
Load of Instructional Part-Time Faculty		Any load associated with replacement of full-time faculty: <ul style="list-style-type: none"> <li>• Sabbatical</li> <li>• Reassigned Time</li> <li>• Unpaid Leave</li> <li>• Late resignation/retirement</li> </ul>	
Load of Non-Instructional Part-Time Faculty		Any load of part-time faculty funded by special taxes	e.g. parcel tax
Load of Instructional and Non-Instructional Full-Time Faculty funded with Categorical included in FTEF attributable to part-time faculty (California Education Code, §87470)	Categorical Sources of funding include the following sources: <ul style="list-style-type: none"> <li>• DSPS</li> <li>• EOPS</li> <li>• SSSP</li> <li>• Basic Skills</li> <li>• Grants (all)</li> </ul>		



# Total FTEF Attributable to Full-Time and Part-Time Instructional and Non-Instructional Faculty as Reported Annually by Riverside Community College District, 2000 - 2014

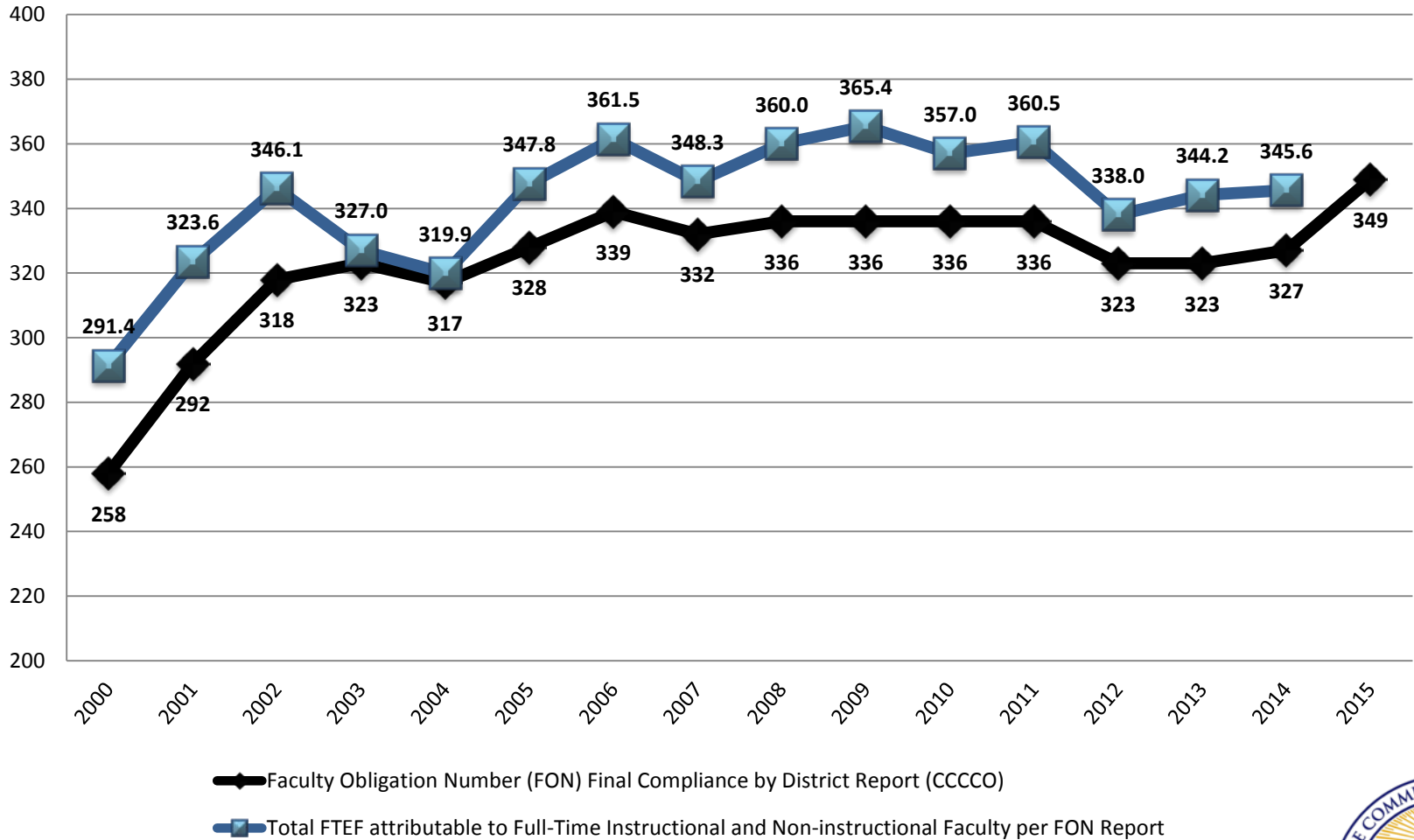


Sources:

1. Annual California Community Colleges, Full-Time Faculty Obligation Compliance Reports submitted by RCCD;
2. Annual California Community Colleges Full-Time Faculty Obligation by District Report (generated at time of Annual Budget Workshop).



# Riverside Community College District: Faculty Obligation Number and Total FTEF Attributable to Full-Time Instructional and Full-Time Non-Instructional Faculty, Fall Terms, 2000 - 2015



Sources:

1. Annual California Community Colleges, Full-Time Faculty Obligation Compliance Reports submitted by RCCD;
2. Annual California Community Colleges Full-Time Faculty Obligation by District Report (generated at time of Annual Budget Workshop).

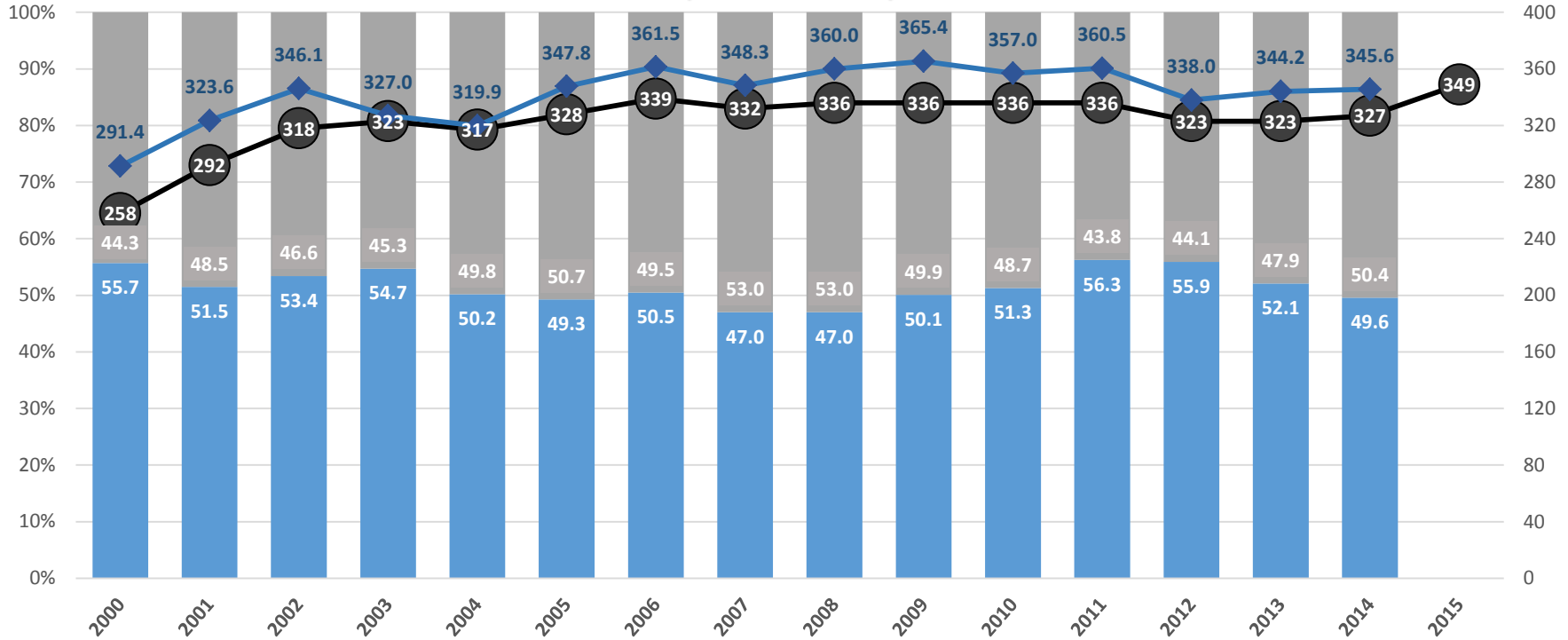


# Is RCCD Compliant with Full-Time Faculty Obligation?

**YES**



# Riverside Community Community College District: Percentage of Assignments (FTEF) by Faculty States, Reported FTEF Attributable to Instructional and Non-Instructional Full-Time Faculty and Faculty Obligation Number, 2000 – 2015 (Fall Terms)



- % FTE Assigned to Part Time Faculty
- % FTE Assigned to Full Time Faculty
- Faculty Obligation Number (FON) Final Compliance by District Report (CCCCO)
- ◆ Total FTEF attributable to Full-Time Instructional and Non-instructional Faculty per FON Report

Sources: 1. Annual California Community Colleges, Full-Time Faculty Obligation Compliance Reports submitted by RCCD;  
2. Annual California Community Colleges Full-Time Faculty Obligation by District Report (generated at time of Annual Budget Workshop).



# How do we compare with other Districts

California Community Colleges														
Fall 2013														
Full-time Faculty Obligation														
Compliance by District														
Rank by Fall 2013 Full-time Faculty Percentage	DISTRICT	COMPLIANCE OPTION A				COMPLIANCE OPTION B						Compliance Option		
		Fall 2013 Time Faculty Obligation	Full-	Fall 2013 Time Faculty Actual	Full-	Difference	Fall 2013 Time Faculty Actual	Full-	Fall 2013 Time Faculty Actual	Part-	Fall 2013 Total Faculty Actual		Fall 2013 Time Faculty Percentage	Full-
1	West Hills	84.50		93.56		9.06	93.56		28.23		121.79	76.82%	80.52%	A
2	San Mateo	338.80		337.97		-0.83	337.97		107.92		445.89	75.80%	70.55%	B
3	San Francisco	467.80		594.66		126.86	594.66		205.23		799.89	74.34%	72.40%	A
4	West Valley-Mission	315.10		311.00		-4.10	311.00		123.04		434.04	71.65%	68.43%	B
5	Mt. San Jacinto	114.80		146.00		31.20	146.00		184.40		204.91	71.25%	44.36%	A
6	Kern	348.80		366.60		17.80	366.60		158.33		524.93	69.84%	71.79%	A
7	Rio Hondo	192.60		194.60		2.00	194.60		88.02		282.62	68.85%	68.11%	A
48	Riverside	323.00		344.16		21.16	344.16		316.81		660.97	52.07%	55.93%	A
49	San Diego	454.80		471.46		16.66	471.46		444.50		915.96	51.47%	54.47%	A
50	Grossmont-Cuyamaca	260.70		275.96		15.26	275.96		260.51		536.47	51.44%	53.72%	A
51	Butte	159.40		163.19		3.79	163.19		156.49		319.68	51.05%	52.98%	A
52	Antelope Valley	138.60		173.77		35.17	173.77		167.60		341.37	50.90%	51.04%	A
53	Contra Costa	318.70		424.00		105.30	424.00		411.00		835.00	50.78%	54.65%	A
54	Monterey Peninsula	109.90		109.00		-0.90	109.00		106.75		215.75	50.52%	49.78%	B
55	Redwoods	71.10		83.42		12.32	83.42		83.42		166.84	50.00%	52.41%	A
56	Pasadena Area	353.20		386.31		33.11	386.31		392.36		778.67	49.61%	56.58%	A
57	Palomar	257.80		270.18		12.38	270.18		279.08		549.26	49.19%	52.14%	A
58	Sierra	193.60		221.60		28.00	221.60		228.90		450.50	49.19%	50.51%	A
59	South Orange	305.80		355.50		49.70	355.50		368.30		723.80	49.12%	47.90%	A
60	San Bernardino	192.80		223.11		30.31	223.11		241.77		464.88	47.99%	52.92%	A
61	Mira Costa	108.10		171.07		62.97	171.07		187.45		358.52	47.72%	47.07%	A
62	Ohlone	106.20		113.00		6.80	113.00		126.25		239.25	47.23%	48.32%	A
63	Santa Clarita	169.80		177.60		7.80	177.60		198.90		376.50	47.17%	50.67%	A
64	Santa Monica	237.40		330.10		92.70	330.10		369.70		699.80	47.17%	48.04%	A
65	Siskiyou	32.40		40.00		7.60	40.00		46.41		86.41	46.29%	50.18%	A
66	Desert	94.20		97.80		3.60	97.80		113.96		211.76	46.18%	48.29%	A
67	Southwestern	234.30		234.00		-0.30	243.03		264.00		507.03	46.15%	51.49%	A
68	Barstow	27.50		38.10		10.60	38.10		47.80		85.90	44.35%	31.59%	A
69	Gavilan	67.10		73.00		5.90	73.00		107.83		180.83	40.37%	43.85%	A
70	Victor Valley	112.10		117.50		5.40	117.50		182.14		299.64	39.21%	38.91%	A
71	Mendocino-Lake	41.00		48.00		7.00	48.00		78.70		126.70	37.88%	43.06%	A
72	Copper Mt.	12.60		39.00		26.40	39.00		90.00		129.00	30.23%	30.37%	A
	Total	9,905.70		10,594.92		689.22	10,594.92		6,380.66		16,850.08	62.93%	63.71%	



# Resources on Faculty Obligation Number

- CCR, Title 5, Chapter 6, §51025 Requirement Increase Base Full-Time Faculty
- CCR, Title 5, Chapter 6, §53301 Part-Time Faculty
- CCR, Title 5, Chapter 6, §53302 Full-Time Faculty
- CCR, Title 5, Chapter 6, §53309 Rules for Calculating FTEF Attributable to Full-Time Faculty
- CCR, Title 5, Chapter 6, §53310 Rules for Calculating FTEF Attributable to Part-Time Faculty
- CCR, Title 5, Chapter 1, §50079.1 Special Taxes
- California Education Code, §87470 Employment Categorically Funded Programs and Projects
- [Board of Governors California Community Colleges, District 2014 FON, November, 2013](#)



## Agenda Item (IV-E-1)

Meeting	11/3/2014 - Committee
Agenda Item	Committee - Facilities (IV-E-1)
Subject	Agreement Amendment No. 1 for Project Labor Administration with Padilla and Associates
College/District	District
Funding	
Recommended Action	It is recommended that the Board of Trustees approve Agreement Amendment No. 1 in the amount not to exceed \$200,000 for project labor administration services with Padilla and Associates for additional projects with the Riverside Community College District

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### Background Narrative:

On March 16, 2010 the Board of Trustees approved an agreement with Padilla and Associates in the amount of \$1,600,000 for Project Labor Agreement (PLA) for Measure C projects in Riverside Community College District. The number of projects has exceeded the projects envisioned when the PLA was passed by the Board. The original contract amount in the PLA has been nearly expended or encumbered. The projects currently underway or about to start will require additional funds for the PLA in the amount of \$200,000.

At this time it is requested that the Board of Trustees approve Agreement Amendment No. 1 in the amount not to exceed \$200,000 for additional PLA services with Padilla and Associates for additional projects with the Riverside Community College District. This would bring the total contract amount to \$1,800,000.

Prepared By: Wolde-Ab Isaac, Interim President, Riverside  
Chris Carlson, Chief of Staff & Facilities Development  
Laurens Thurman, District Consultant

### Attachments:

[Amendment No.1\\_Padilla and Associates](#)



FIRST (1) AMENDMENT TO AGREEMENT  
BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
PADILLA AND ASSOCIATES  
(Project Labor Agreement)

This document amends the original agreement between the Riverside Community College District and PADILLA AND ASSOCIATES, which was originally approved by the Board of Trustees on March 16, 2010.

The agreement is hereby amended as follows:

Additional compensation of this amended agreement shall not exceed \$200,000, including reimbursable expenses, totaling agreement to \$1,800,000. The term of this agreement shall be from the original agreement date of March 16, 2010, to the original end date of April 1, 2015.

Payments and final payment shall coincide with original agreement.

All other terms and conditions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date written below.

PADILLA AND ASSOCIATES

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

By: \_\_\_\_\_  
Patricia Padilla  
President  
211 E. City Place Drive  
Santa Ana, CA 92705

By: \_\_\_\_\_  
Aaron S. Brown  
Vice Chancellor  
Business and Financial Services

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Agenda Item (IV-E-2)

Meeting	11/3/2014 - Committee
Agenda Item	Committee - Facilities (IV-E-2)
Subject	Firm Selection and Inspection Services Agreement for the Student Services Building with The Vinewood Company, LLC
College/District	Riverside
Funding	College Allocated Measure C Funds
Recommended Action	It is recommended that the Board of Trustees approve: 1) the selection of The Vinewood Company, LLC for Inspection Services/Inspector of Record (IOR) Services for the Student Services Building project at Riverside City College; and 2) the agreement with The Vinewood Company, LLC in the amount of \$193,352 for the Student Services Building project.

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### Background Narrative:

On September 10, 2014, the District issued a Request for Proposals (RFP) for Inspection Services/IOR Services and Special Inspection and Materials Testing Services for the Riverside City College Student Services Building. Nine responses were received from various firms that were on the pre-qualified list approved by the Board of Trustees on April 15, 2014. On October 2, 2014, the RFP's were reviewed by a group consisting of RCCD's Facilities Development Director, Purchasing Manager, Consultant, and the project Architect and Construction Manager.

At this time, it is requested that the Board of Trustees approve the selection of The Vinewood Company, LLC for Inspection Services/IOR Services for the Riverside City College Student Services Building project. It is also requested that the Board of Trustees approve the agreement with The Vinewood Company, LLC in the amount of \$193,352 for the project. Cost for the requested agreement is within the original project budget approved by the Board of Trustees and no augmentation of the project budget is required.

Prepared By: Wolde-Ab Isaac, Interim President, Riverside  
Mazie Brewington, Vice President, Business Services (Riv)  
Chris Carlson, Chief of Staff & Facilities Development  
Laurens Thurman, District Consultant  
Bart Doering, Facilities Development Director

### Attachments:

[Agreement\\_RCC SSA Bldg\\_The Vinewood Co. LLC](#)  
[Proposal Evaluation for Inspector of Records](#)

**INSPECTOR SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
THE VINEWOOD COMPANY LLC**

This agreement is made and entered into this 19th day of November, 2014, between Riverside Community College District, on behalf of the Riverside City College, hereinafter referred to as “DISTRICT”, and The Vinewood Company LLC, hereinafter referred to as “INSPECTOR”, do hereby contract and agree as follows:

(A) The INSPECTOR shall at all times be qualified and approved by the Division of the State Architect, Department of General Services, State of California, and shall at all times maintain proper qualifications, to perform the duties of and act as General Building Inspector on school building construction projects and modification of the type for which he/she agrees to perform inspection services.

(B) The INSPECTOR agrees to discharge the duties of an inspector as specified in California Education Code Sections 17309 and 17311 and Sections 4-333 and 4-342 of Title 24 of the California Code of Regulations. These duties include, but are not limited to, the following:

(1) General. The INSPECTOR shall act under the direction of the architect and/or registered engineer.

(2) Duties. The general duties of the INSPECTOR in fulfilling his/her responsibilities are as follows:

(a) Continuous Inspection Requirement. The INSPECTOR must have actual personal knowledge, which is obtained by his or her personal and continuous inspection of the work of construction in all stages of its progress, as set forth in California Education Code Sections 17309 and 81141, that the requirements of the approved plans and specifications are being completely executed.

Continuous inspection means complete inspection of every part of the work. Work, such as concrete work or brick work which can be inspected only as it is placed, shall require the constant presence of the INSPECTOR. Other types of work which can be completely inspected after the work is installed may be carried on while the INSPECTOR is not present. In any case, the INSPECTOR must personally inspect every part of the work. In no case shall the INSPECTOR have or assume any duties which will prevent him/her from providing continuous inspection.

(b) Relations with Architect and Engineer. The INSPECTOR shall work under the general direction of the architect and/or registered engineer. All inconsistencies or seeming errors in the plans and specifications shall be reported promptly to the architect and/or registered engineer for interpretation and instructions. In no case, however, shall the instruction of the architect and/or registered engineer be construed to cause work to be done which is not in conformity with approved plans, specifications, and change orders. Interpretations received by the INSPECTOR which cause deviations from the approved drawings and specifications shall be referred to the responsible architect for preparation of change orders to cover the required work.

(c) Job File. The INSPECTOR shall keep a file of approved plans and specifications (including all approved addenda or change orders) on the job at all times, and shall immediately return any unapproved documents to the architect for proper action. The inspector, as a condition of his employment, shall have, and maintain, on the job at all times, all codes and documents referred to in the plans and specifications.

(d) Inspector's Semimonthly Reports. The INSPECTOR shall keep the architect and/or registered engineer thoroughly informed as to the progress of the work by making semimonthly reports in writing as required in Section 4-342 of Title 24 of the California Code of Regulations.

(e) Inspector's Daily Report to District. The INSPECTOR shall keep the DISTRICT thoroughly informed as to the progress of the work by submitting daily reports in writing to the DISTRICT.

(f) Notifications to Division of the State Architect. The INSPECTOR shall notify the Division of the State Architect:

- (i) When work is started on the PROJECT.
- (ii) At least 48 hours in advance of the time when foundation trenches will be complete, ready for footing forms.
- (iii) At least 48 hours in advance of the first pour of concrete.
- (iv) When work is suspended for a period of more than two weeks.

(g) Construction Procedure Records. The INSPECTOR shall keep a record of certain phases of construction procedure including, but not limited to, the following:

- (i) Concrete pouring operations. The record shall show the time and date of placing concrete and the time and date of removal of forms in each portion of the structure.
- (ii) Welding operations. The record shall include identification marks of welders, lists of defective welds, manner of correction of defects, etc.
- (iii) Penetration under the last ten (10) blows for each pile when piles are driven for foundations.

All records of construction procedure shall be kept on the job until the completion of the work. All records kept by the INSPECTOR arising out of or in any way connected with the PROJECT shall be and remain the property of the DISTRICT.

Audit. Inspector shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. These records shall be maintained for a period of at least three (3) years after final payment has been made, subject to any applicable rules, regulations or statutes.

District's authorized representative(s) shall have access, with reasonable notice, to any books, documents, papers, electronic data, and other records which they determine to be pertinent to this Agreement for performing an audit, evaluation, inspection, review, assessment, or examination. These representative(s) are authorized to obtain excerpts, transcripts, and copies, as they deem necessary.

Should Inspector disagree with any audit conducted by District, Inspector shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with District a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. Inspector shall not be reimbursed by District for such an audit.

In the event Inspector does not make available its books and financial records at the location where they are normally maintained, Inspector agrees to pay all necessary and reasonable expenses, including legal fees, incurred by District in conducting any audit.

(h) Deviations. The INSPECTOR shall notify the contractor, in writing, of any deviations from the approved plans and specifications which are not immediately corrected by the contractor when brought to

his/her attention. Copies of such notice shall be forwarded immediately to the architect and/or registered engineer, and to the Division of the State Architect.

Failure on the part of the INSPECTOR to notify the contractor of deviations from the approved plans and specifications shall in no way relieve the contractor of any responsibility to complete the work covered by his/her contract in accordance with the approved plans and specifications and all laws and regulations.

(i) Verified Reports. The INSPECTOR shall make and submit to the Division of the State Architect verified reports pursuant to Section 3-342 of Title 24 of the California Code of Regulations. The INSPECTOR shall prepare and deliver to the Division of the State Architect detailed statements of fact regarding materials, operations, etc., when requested.

(j) Violations. Failure, refusal, or neglect on the part of the INSPECTOR to notify the contractor of any work which does not comply with the requirements of the approved plans and specifications, or failure, refusal, or neglect to report immediately, in writing, any such violation to the architect and/or registered engineer, to the DISTRICT, and to the Division of the State Architect shall constitute a violation of the Field Act and shall be cause for the Division of the State Architect to take action.

(k) Insurance. The INSPECTOR shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect the INSPECTOR and DISTRICT from claims which may arise out of or result from the INSPECTOR's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

(i) Worker's Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

(ii) Comprehensive general and auto liability insurance with limits of not less than \$250,000 for contract amounts less than or equal to \$10,000 and limits of not less than \$500,000 for contract amounts greater than \$10,000 combined single limit, bodily injury and property damage liability per occurrence, including:

- a. Owned, non-owned and hired vehicles;
- b. Blanket contractual;
- c. Broad form property damage;

- d. Products/completed operations; and
- e. Personal injury.

(iii) Each policy of insurance required in (ii) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of the INSPECTOR hereunder, such policy is primary and any insurance carried by the DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. The INSPECTOR shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the INSPECTOR shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the INSPECTOR fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of the INSPECTOR, and in such an event, the INSPECTOR shall reimburse DISTRICT upon demand for the cost thereof.

(l) Assignment. INSPECTOR shall not assign or transfer this AGREEMENT or any interests of INSPECTOR herein without the prior written approval of the DISTRICT. Any such attempt by the INSPECTOR to assign or transfer this AGREEMENT or any of its interests herein without DISTRICT approval shall be void and of no force or effect. No individual person assigned to provide the services hereunder for the PROJECT may be changed or substituted without prior written consent of the DISTRICT. Such consent may be given or withheld in the DISTRICT's absolute discretion.

(m) Administration. The INSPECTOR shall produce, or shall hire the necessary independent contractors and/or consultants needed to produce, a clerically smooth product for the DISTRICT and for the INSPECTOR's routine correspondence with the DISTRICT. These clerical services shall be provided at no additional expense to the DISTRICT.

(n) Conflict of Interest. The INSPECTOR hereby represents, warrants and covenants that: (i) at the time of execution of this AGREEMENT, the INSPECTOR has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of services under this AGREEMENT; and (ii) the INSPECTOR shall not employ in the performance of services under this AGREEMENT any person or entity having such an interest.

(C) Compensation. The DISTRICT agrees to pay the INSPECTOR a total not to exceed \$193,352, for these services, payable upon monthly billings submitted by the INSPECTOR. Such payments shall commence on November 19, 2014.

(D) The INSPECTOR agrees to discharge the duties as set out in this contract in a manner satisfactory to the Division of the State Architect and the Architect retained by the DISTRICT. The INSPECTOR shall devote each working day to the inspection of the Riverside City College Student Services Building, which has and will be referred to throughout this AGREEMENT as the "PROJECT".

(E) Term of Contract.

(1) The term of this contract shall be from November 19, 2014 to July 9, 2016, or until one of the following occurs:

(a) The PROJECT is completed;

(b) The PROJECT is suspended or abandoned prior to completion as provided in Section (F) of this contract;

(c) Funding for the PROJECT is not received or denied by the State Allocation Board or Office of Public School Construction; or

(d) The DISTRICT decides that the INSPECTOR's performance under the contract is unsatisfactory as provided in Section (F) of this contract.

(F) Termination. This AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of the INSPECTOR; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

(1) In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the INSPECTOR for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and other documents whether delivered to the DISTRICT or in the possession of the INSPECTOR. In the event termination is for a substantial failure of performance, all damages and



costs associated with the termination, including increased inspection and replacement costs shall be deducted from payments to the INSPECTOR.

(2) In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Paragraph (F)(3) below, and INSPECTOR shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by INSPECTOR.

(3) This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days of written notice to INSPECTOR. In the event of a termination without cause, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the INSPECTOR for Board approved extra services.

(4) In the event of a dispute between parties as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, the INSPECTOR agrees to continue the work diligently to completion. If the dispute is not resolved, the INSPECTOR agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but the INSPECTOR's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

(H) Hold Harmless. To the fullest extent permitted by law, the INSPECTOR agrees to indemnify, defend and hold the DISTRICT entirely harmless from all liability arising out of:

(1) Any and all claims under Worker's Compensation acts and other employee benefit acts with respect to the INSPECTOR's employees or the INSPECTOR's subcontractor's employees arising out of INSPECTOR's work under this AGREEMENT; and

(2) Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by the INSPECTOR or any person, firm or corporation employed by the INSPECTOR upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;

(3) Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the INSPECTOR, or any person, firm or corporation employed by the INSPECTOR, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

INSPECTOR, at INSPECTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees on account of or founded upon any of the causes, damages or injuries identified herein Section H and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

(I) Inspector shall not discriminate against any person in the provision of services, or employment of persons on the basis of ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law. Inspector understands that harassment of any student or employee of Riverside Community College District with regard to ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law is strictly prohibited.

(J) Nothing contained in this AGREEMENT shall create a contractual relationship with or cause of action in favor of any third party against either the DISTRICT or the INSPECTOR.

(K) The DISTRICT and the INSPECTOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. The INSPECTOR shall not assign this AGREEMENT.

(L) This AGREEMENT shall be governed by the laws of the State of California.

(M) Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this

AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and INSPECTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the INSPECTOR.

(N) The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this AGREEMENT.

The parties, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

The Vinewood Company, LLC  
1854 Vinewood Street, Suite 180  
La Verne, CA 91750

Riverside Community College District

By: \_\_\_\_\_

By: \_\_\_\_\_

Howard E. Mason Jr.  
Managing Member/Principal in Charge

Aaron S. Brown, Vice Chancellor,  
Business and Financial Services

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit I



September 24, 2014

Majd Askar  
Purchasing Manager  
Riverside Community College District  
3617 Sanders Street  
Riverside, CA 92506

RE: Request for Proposals # 2014/15-27– DSA Inspector of Record Services

Dear Ms. Askar:

The Vinewood Company LLC is honored to have the opportunity to submit a response to the Request for Proposals # 2014/15-27 to provide DSA Inspector of Record Services to **Riverside Community College District's Student Services/Administration Building**. **We acknowledge receipt of Addendum No. 1 dated September 17, 2014.**

The Vinewood Company LLC specializes in providing professional certified DSA Inspection Services. We understand the challenges faced by educational leaders in the implementation of new construction and modernization projects during these tough economic times. Our company is enjoined in that awareness, and provides a "best value partnering" with our clients.

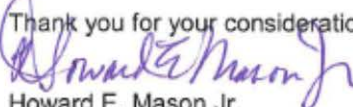
The Vinewood Company offers:

- Over 30 years of experience providing exemplary professional DSA Inspection Services in Southern California, with extensive experience in the construction of new and modernization projects within the Community College, State University and K-12 school districts sectors.
- A project team of highly-qualified Certified DSA Inspectors with diversified experience working with Architects, General Contractors and Construction Managers on various project delivery methods including: single GC, multiple prime and Design Build projects.
- Timely, accurate oral and written communication. We will work proactively to assist all stakeholders.

**The Vinewood Company's best business practice is to match the most qualified inspector to a specific project type. Bringing David Morris onto the Vinewood Team is a perfect example of this philosophy. David's extensive history and experience working with the District will be an asset to the District and the Vinewood Company.**

John R. Beckton, Team Leader Field Operations/Business Development  
[jbeckton@vinewoodcompanyllc.com](mailto:jbeckton@vinewoodcompanyllc.com)  
(951) 757-9757 mobile (909) 596-1045 office (909) 596-8417 fax

Thank you for your consideration. We look forward to meeting with you.

  
Howard E. Mason Jr.  
Managing Member/Principal in Charge

Mr. Mason has the authority to bind the company with the contents included in the proposal.  
The Vinewood Company LLC's proposal is valid for 6 months from the time of its submission.



Fee proposal for the Riverside Community College Student Services/Administration Building Project for a Class 1 Project Inspector for approximately 377 working days is estimated to be \$193,352.

**\* BASE HOURLY FEE SCHEDULE**

Position Title	Beginning rate	Hourly rate beg. 7/2015	
DSA Class 1 Inspector	\$76.00	\$78.00	
DSA Class 2 Inspector	\$72.00	\$74.00	
DSA Class 3 Inspector	\$68.00	\$70.00	

**\* OVER TIME HOULY FEE SCHEDULE**

Position Title	Beginning rate	Hourly rate beg. 7/2015	
DSA Class 1 Inspector	\$114.00	\$117.00	
DSA Class 2 Inspector	\$108.00	\$111.00	
DSA Class 3 Inspector	\$102.00	\$105.00	

**\*SUNDAYS/HOLIDAYS HOURLY FEE SCHEDULE**

Position Title	Beginning rate	Hourly rate beg. 7/2014	
DSA Class 1 Inspector	\$152.00	\$156.00	
DSA Class 2 Inspector	\$144.00	\$148.00	
DSA Class 3 Inspector	\$136.00	\$140.00	

1. The Field Operations Supervision will be provided by Project Executive, John Beckton and Howard Mason, Managing Member/Principal in Charge at no additional fee to the District.
2. All rates are quoted on an hourly basis.
3. Overtime rates apply in excess of (8) hours per regular work day through (12) hours. Double time after twelve (12) hours.
4. Partial service days will be billed as actual hours worked. **NO MINIMUMS**
5. Time and a half for Saturday is paid through twelve (12) hours and paid double time thereafter.
6. Rates are paid at double time for all Sunday and Holiday work days.
7. Rates are inclusive of all direct and indirect costs, including salary, taxes, benefits, overhead, profit, travel time and mileage.
8. Rates are subject to adjustment in accordance with the Director of Industrial Relations' prevailing wage rate determinations for Inspectors.

**\*The Department of Industrial Relations has determinations on prevailing wage rate increases for the Building Inspector Classification of \$2.00 per hour beginning July 6, 2015. These rate changes are reflected in the estimated fee above.**

## Proposal Evaluation for Inspector of Records

### Review RFP's (IOR & Special Inspection & Testing Svs.) for RCC Student Services/Administration Building

Thursday, October 2, 2014

#### Participants:

Laurens Thurman  
Majd Askar  
Bart Doering  
Arnold Arsenault – Bernards  
Brad Glassick - HMC

**DSA Inspector of Records Analysis: Est. avg. hrs. For completion – 2,384**  
**Analysis based on experience, understanding the scope of work and cost**

**1. Firm: The Vinewood Company**

Cost: \$193,352

Cost per/hr.: \$76.00

Hours: 2,511

Inspector: David Morris

**2. Firm: Stephen Payte**

Cost: \$195,840

Cost per/hr.: \$72.00

Hours: 2,720

Inspector: James Cook

**3. Firm: IOR on Demand**

Cost: \$198,024

Cost per/hr.: \$74.00

Hours: 2,676

Inspector: Steve Jaime

**4. Firm: Inland Inspectors**

Cost: \$202,375

Cost per/hr.: \$79.50 - \$82.00

Hours: 2500

Inspector: Steve Potter

**5. Firm: LCC3**

Cost: \$206,400

Cost per/hr.: \$75.00

Hours: 2,752

Inspector: Kevin Waite

**6. Firm: CIS**

Cost: \$200,640

Cost per/hr.: \$75.00

Hours: 2,560

Inspector: Bruce Borg

**7. Firm: Knowland**

Cost: \$208,000 or 220,800

Cost per/hr.: \$76.00 or \$78.00

Hours: 2,737 or 2,831

Inspector: Jack Dunne or Ross Jordan

**8. Firm: Independent Construction**

Cost: \$221,728

Cost per/hr.: \$82.00

Hours: 2,704

Inspector: Mehdi Rafie

**9. Firm: Blue Coast**

Cost: \$226,440

Cost per/hr.: \$85.00

Hours:

Inspector: Richard Aranda

## Agenda Item (IV-E-3)

Meeting	11/3/2014 - Committee
Agenda Item	Committee - Facilities (IV-E-3)
Subject	Firm Selection and Special Inspection and Testing Services Agreement for the Student Services Building with River City Testing
College/District	Riverside
Funding	College Allocated Measure C Funds
Recommended Action	It is recommended that the Board of Trustees approve: 1) the selection of River City Testing for Special Inspection and Testing Services for the Student Services Building project at Riverside City College; and 2) the agreement with River City Testing in the amount of \$159,433 for the Student Services Building project.

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### Background Narrative:

On September 10, 2014, the District issued a Request for Proposals (RFP) for IOR and Special Inspection and Testing Services for the Riverside City College Student Services Building. Six responses were received from various firms that were on the pre-qualified list approved by the Board of Trustees on March 18, 2014. On October 2, 2014, the RFP's were reviewed by a group consisting of RCCD's Facilities Development Director, Purchasing Manager, Consultant, and the project Architect and Construction Manager. The proposals were reviewed considering the understanding of the scope of work, based on estimates of hours and tests required by project based on testing and inspection sheets provided to all proposers; qualifications of proposed staff provided for project; and cost. Based on the above criteria, the committee found that the lowest proposal (Smith- Emery Laboratories, Inc.) listed lower hours (60% of the next lowest firm) than the number expected for this project which fell outside the range of hours anticipated. Based on this, the committee recommends the award be given to the second lowest bidder, River City Testing.

At this time, it is requested that the Board of Trustees approve the selection of River City Testing for Special Inspection and Testing Services for the Riverside City College Student Services Building project. It is also requested that the Board of Trustees approve the agreement with River City Testing in the amount of \$159,433 for the project. Cost for the requested agreement is within the original project budget approved by the Board of Trustees and no augmentation of the project budget is required.

Prepared By: Wolde-Ab Isaac, Interim President, Riverside  
Mazie Brewington, Vice President, Business Services (Riv)  
Chris Carlson, Chief of Staff & Facilities Development  
Laurens Thurman, District Consultant  
Bart Doering, Facilities Development Director

### Attachments:

[Agreement\\_RCCSSA Bldg.\\_River City Testing](#)  
[Proposal Evaluation for Special Inspection and Testing Services](#)



**AGREEMENT BETWEEN**  
**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**And**

**RIVER CITY TESTING**

THIS AGREEMENT is made and entered into on the 19<sup>th</sup> day of November, 2014, by and between RIVER CITY TESTING hereinafter referred to as “Consultant” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the “District.”

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant’s office(s), and on site at Riverside Community College District’s Riverside City College.
3. The services rendered by the Consultant are subject to review by the Chief of Staff and Facilities Development or her designee.
4. The term of this agreement shall be from November 19, 2014, to the estimated completion date of July 9, 2016, with the provision that the Vice Chancellor of Business and Financial Services or his designee may extend the date without a formal amendment to this agreement with the consent of the Consultant.
5. Payment in consideration of this agreement shall not exceed \$159,433 including reimbursable expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Chief of Staff and Facilities Development, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by the Chief of Staff and Facilities Development.
6. All data prepared by Consultant hereunder specific only to this project, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District’s sole risk, and provided further, that Consultant shall be indemnified and defended



against any damages resulting from such use. In the event the Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall make the request in writing through the office of the Chief of Staff and Facilities Development, who will obtain approval from the Board of Trustees before releasing the information requested.

7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Consultant in connection with this Agreement shall be held in a strictly confidential manner by Consultant. Such materials shall not, without the written consent of District, be used by Consultant for any purpose other than the performance of the Services or Scope of Work hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or Scope of Work hereunder.
8. Consultant shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based upon adjudicated any negligence, recklessness, or willful misconduct of Consultant, its employees, agents or assigns, arising out of, pertaining to, or relating to the performance of Consultant services under this Agreement. Consultant shall defend, at its expense, including without limitation, attorneys fees (attorney to be selected by District), District, its Trustees, officers, agents, employees and independent contractors or consultants, in any legal actions based upon such actual negligence, recklessness or willful misconduct and only in proportion thereto. The obligations to indemnify and hold District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such actual negligence, recklessness or willful misconduct are fully and finally barred by the applicable statute of limitations.
9. District shall indemnify and hold Consultant, its officers, agents, and employees free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based upon any adjudicated negligence, recklessness, or willful misconduct of the District, its employees, agents, independent contractors, consultants or assigns, arising out of, pertaining to or relating to the District's actions in the matter of this contract and District shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Consultant), Consultant, its officers and employees in any legal actions based upon such actual negligence, recklessness, or willful misconduct and only in proportion thereto. The obligations to indemnify and hold Consultant free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such actual negligent acts are fully and finally barred by the applicable statute of limitations.

10. Consultant shall procure and maintain insurance coverage as follows:

Comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Consultant's activities as well as District's activities under this contract, in the amount of \$1,000,000 per person and \$3,000,000 per occurrence;

Professional liability/errors and omission insurance in the amount of \$1,000,000; and

Workers' Compensation insurance in accordance with the laws of the State of California.

Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Contractor shall provide District with the required Certificate of Insurance within 10 days of signing this Agreement.

11. District may terminate this Agreement for convenience at any time upon written notice to Consultant, in which case District will pay Consultant in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to District or in the possession of the Consultant, and to authorize Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.
12. Consultant shall not discriminate against any person in the provision of services, or employment of persons on the basis of ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race, color, ancestry, genetic information, sexual orientation, physical or mental disability, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law. Consultant understands that harassment of any student or employee of Riverside Community College District with regard to ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race, color, ancestry, genetic information, sexual orientation, physical or mental disability, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law is strictly prohibited.
13. Consultant is an independent contractor and no employer-employee relationship exists between Consultant and District. Any and all local, state or federal taxes

that would be associated with the payment under this Agreement is to be paid solely by Consultant.

14. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
15. The parties acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by anyone acting on behalf of either party, which is not stated herein. Any other agreement or statement of promises, not contained in this Agreement, shall not be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.
16. This Agreement will be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

River City Testing

Riverside Community College District

---

Robert E. Schumacher  
Director of Operations  
7338 Sycamore Canyon Blvd.  
Suite 4  
Riverside, CA 92508

---

Aaron S. Brown  
Vice Chancellor  
Business and Financial Services

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit I**



# River City Testing

7338 Sycamore Canyon Blvd., Ste. 4 ~ Riverside, CA 92508  
(951) 697-0800 ~ fax (951) 697-5744

## COVER LETTER

Riverside Community College District  
450 E. Alessandro Blvd.  
Riverside, CA 92508

RE: Request for Qualifications/Request for Proposals #2014/15-27  
Student Services/Administration Building  
DSA Application Number 04-113255, DSA File Number 33-C1  
Special Inspection and Testing Services

We appreciate the opportunity to submit this response to the referenced RFP. We have received Addendum 1 to this RFP.

Our Project Team and Fee Proposal are attached. Please contact me if you have any questions regarding our qualifications, services, or fees.

We appreciate the opportunity to present this proposal to you and hope we have the opportunity to continue providing quality inspection services to R. C. C. D.

Sincerely,

Robert E. Schumacher  
Director of Operations  
rob.schumacher@rivercitytesting.biz

The signer of this proposal has the authority to bind the company with the contents herein.

### FEE PROPOSAL

Engineer:	8 hours @ \$137.50 per hour	\$ 1,100.00
Soils Technician:	400 hours @ \$78.00 per hour	\$ 31,200.00
Special Inspector Batch Plant/Concrete:	160 hours @ \$79.00 per hour	\$ 12,640.00
Special Inspector Load Testing:	40 hours @ \$89.00 per hour	\$ 3,560.00
Special Inspector Rebar Sample:	80 hours @ \$79.00 per hour	\$ 6,320.00
Special Inspector Visual Welding Field:	600 hours @ \$79.00 per hour	\$ 47,400.00
Special Inspector Visual Welding Shop:	480 hours @ \$79.00 per hour	\$ 37,920.00
Ultrasonic Testing:	100 hours @ \$93.00 per hour	\$ 9,350.00
Soil Proctor Density Test:	4 tests @ \$110.00 per test	\$ 440.00
Concrete Compression Test (48 sets of 5):	240 tests @ \$18.50 per test	\$ 4,440.00
Concrete Mix Design Review:	4 mixes @ \$110.00 per mix	\$ 440.00
High Strength Bolt/Nut/Washer Test:	6 sets @ \$100 per set	\$ 600.00
Rebar Bend Test:	18 tests @ \$28.00 per test	\$ 504.00
Rebar Tensile Test:	18 tests @ \$33.00 per test	\$ 594.00
Deliver Samples to Lab:	30 trips @ \$42.50 per trip	\$ 1,275.00
DSA Inspection Card Update:	8 updates @ \$100.00 per update	\$ 800.00
One DSA-291 Laboratory Verified Report:		\$ 350.00
One DSA-293 Geotechnical Verified Report:		\$ 500.00
<b>TOTAL</b>		<b>\$159,433.00</b>

\*\*\* THESE RATES WILL BE IN EFFECT FOR THE PROJECT DURATION \*\*\*

We do not charge any fee for report preparation or distribution.

#### NOTE REGARDING OVERTIME RATES:

Normal hours:	eight hours Monday-Friday, excluding any Holiday
Overtime hours (1.5 X):	first 4 overtime hours Monday-Friday, excluding any Holiday and first 12 hours on Saturday, excluding any Holiday
Double-time hours (2 X):	all hours over 12 on Monday-Saturday and all hours on Sunday or Holiday

Proposal Evaluation for Special Inspection & Testing Services

Testing & Inspection Firms	Soils Technician - Man Hours	Steel Inspector/Struct (shop) Man Hours	Steel Inspector/UT NDT Man Hours	Special Inspector/Steel (Field) Man Hours	Special Inspector (Batch Plant) Man hours	Special Inspector/Torque & Pull Test Man Hours	Rebar Man Hours	Total Proposal of Services	Avg. Hourly Rate based on Specially Inspections	Proposal Amount vs. A/E Estimate Hard Cost Budget	Est. Hours based on Rate
Smith Emery	160	200	40	160	200	80	0	\$ 92,575.25	\$ 72.50	0.47%	1277
River City Testing	400	480	100	600	160	56	80	\$ 159,433.00	\$ 79.00	0.82%	2018
Southwest	272	400	128	640	136	Included in Steel Field Test	0	\$ 168,674.82	\$ 77.00	0.86%	2191
CHJ Consultants	336	496	96	480	184	56	0	\$ 188,147.00	\$ 88.00	0.96%	2138
Koury Engineering	408	480	96	512	112	56	12	\$ 188,829.00	\$ 78.00	0.97%	2421
MTGL	512	540	Included in shop hrs	488	324	160	allowance	\$ 248,853.00	\$ 74.00	1.27%	3363

## Agenda Item (VI-A)

Meeting	11/3/2014 - Committee
Agenda Item	Closed Session (VI-A)
Subject	Conference with Legal Counsel - Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) and (d)(3) – Number of Potential Cases: One (1)
College/District	District
Funding	N/A
Recommended Action	To be determined.

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### Background Narrative:

None.

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services

### Attachments:

## Agenda Item (VI-B)

Meeting	11/3/2014 - Committee
Agenda Item	Closed Session (VI-B)
Subject	Conference with Legal Counsel – Existing Litigation - [Paragraph (1) of Subdivision (D) of Government Code Section 54956.9] – PCN3 v. Riverside Community College District
College/District	District
Funding	N/A
Recommended Action	To be determined.

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### Background Narrative:

None.

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services  
Ruth Adams, General Counsel

### Attachments: